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IN THE UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

FEDERAL TRADE COMMISSION,  
Plaintiff,  
vs.  
DIGITAL ALTITUDE LLC, et al.,  
Defendants.

No. 2:18-CV-00729 JAK (MRWx)  
**ORDER RE APPLICATION FOR  
ENTRY OF STIPULATED ORDER  
FOR PERMANENT INJUNCTION  
AND MONETARY JUDGMENT  
AGAINST ALAN MOORE (DKT.  
283)**

**JS-6: Alan Moore Only**

This matter comes before the court upon the stipulation of Plaintiff, the Federal Trade Commission (“FTC” or “Commission”), and Settling Defendant Alan Moore (“Moore”) for the entry of a Permanent Injunction against Moore.

On January 29, 2018, the FTC filed its Complaint for a Permanent Injunction And Other Relief pursuant to Section 13(b) of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. § 53(b) (Docket No. 1). Pursuant to Fed. R. Civ. P. 65(b), the FTC also filed an ex parte application for a temporary restraining order, asset freeze, other equitable relief, and an order to show cause why a preliminary injunction should not issue against Digital Altitude LLC, Digital Altitude Limited, Aspire Processing LLC, Aspire Processing Limited, Aspire

1 Ventures Ltd, Disc Enterprises Inc., RISE Systems & Enterprise LLC (Utah), RISE  
2 Systems & Enterprise LLC (Nevada), Soar International Limited Liability  
3 Company, The Upside, LLC, Thermography for Life, LLC, d/b/a Living  
4 Exceptionally, Inc., Michael Force, Mary Dee, Morgan Johnson, Alan Moore, and  
5 Sean Brown (collectively, “Defendants”). Docket No. 5.

6 The Court granted the application, issuing a temporary restraining order  
7 (“TRO”) on February 1, 2018, including an asset freeze, appointment of a receiver,  
8 immediate access to Defendants’ business premises, and other temporary relief.  
9 Docket No. 34. The TRO also ordered Defendants to appear on February 15, 2018  
10 and show cause why a preliminary injunction should not issue against them. The  
11 parties stipulated to a continuance of the show cause hearing and the court granted  
12 that request, extending the TRO and continuing the hearing to March 5, 2018.  
13 Docket No. 61. Prior to the hearing, the FTC and Defendant Moore agreed to the  
14 entry of a preliminary injunction for the duration of this litigation. This Court  
15 entered a Preliminary Injunction on March 1, 2018. Docket No. 92. The  
16 Commission and Defendant Moore now stipulate to the entry of this Stipulated  
17 Order for Permanent Injunction and Monetary Judgment (“Order”) to resolve all  
18 matters in dispute in this action between them.

19 THEREFORE, The Application for Settlement Approval of Stipulated  
20 Order for Permanent Injunction and Monetary Judgment is GRANTED.

21  
22 IS ORDERED as follows:

23 **FINDINGS**

- 24 A. This Court has jurisdiction over this matter.  
25 B. The Complaint charges that Defendant Moore participated in  
26 deceptive acts or practices in violation of Section 5 of the FTC Act, 15 U.S.C. § 45.  
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1 C. Defendant Moore neither admits nor denies any of the allegations in  
2 the Complaint, except as specifically stated in this Order. Only for purposes of this  
3 action, Defendant admits the facts necessary to establish jurisdiction.

4 D. Defendant Moore waives any claim that he may have under the Equal  
5 Access to Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this action  
6 through the date of this Order, and agrees to bear his own costs and attorney fees.

7 E. Defendant Moore and the Commission waive all rights to appeal or  
8 otherwise challenge or contest the validity of this Order.

### 9 DEFINITIONS

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

11 A. **“Acquirer”** or **“Acquiring Bank”** means a business organization,  
12 Financial Institution, or an agent of a business organization or Financial Institution  
13 that has authority from an organization that operates or licenses a credit card  
14 system (e.g., Visa, MasterCard, American Express or Discover) to authorize  
15 Merchants to accept, transmit, or process payment by credit card through the credit  
16 card system for money, products, or anything else of value.

17 B. **“Business Coaching Program”** means any program, plan, or product,  
18 including those related to work-at-home-opportunities, that is represented,  
19 expressly or by implication, to train or teach a participant or purchaser how to  
20 establish a business or earn money or other consideration through a business or  
21 other activity.

22 C. **“Corporate Defendants”** means Digital Altitude LLC; Digital  
23 Altitude Limited; Aspire Processing LLC; Aspire Processing Limited; Aspire  
24 Ventures Ltd; Disc Enterprises Inc.; RISE Systems & Enterprise LLC (Utah);  
25 RISE Systems & Enterprise LLC (Nevada); Soar International Limited Liability  
26 Company; The Upside, LLC; Thermography for Life, LLC, d/b/a Living  
27 Exceptionally, Inc., and each of their subsidiaries, affiliates, successors, and  
28 assigns.

1           D.     **“Credit Card Laundering”** means: (a) presenting or depositing into,  
2 or causing or allowing another to present or deposit into, the credit card system for  
3 payment, a Credit Card Sales Draft generated by a transaction that is not the result  
4 of a credit card transaction between the cardholder and the Merchant; (b)  
5 employing, soliciting, or otherwise causing or allowing a Merchant, or an  
6 employee, representative, or agent of a Merchant, to present to or deposit into the  
7 credit card system for payment, a Credit Card Sales Draft generated by a  
8 transaction that is not the result of a credit card transaction between the cardholder  
9 and the Merchant; or (c) obtaining access to the credit card system through the use  
10 of a business relationship or an affiliation with a Merchant, when such access is not  
11 authorized by the Merchant Account agreement or the applicable credit card  
12 system.

13           E.     **“Credit Card Sales Draft”** means any record or evidence of a credit  
14 card transaction.

15           F.     **“Defendant(s)”** means all of the Individual Defendants and the  
16 Corporate Defendants, individually, collectively, or in any combination.

17           G.     **“Financial Institution”** means any institution the business of which is  
18 engaging in financial activities as described in section 4(k) of the Bank Holding  
19 Company Act of 1956 (12 U.S.C. § 1843(k)). An institution that is significantly  
20 engaged in financial activities is a Financial Institution.

21           H.     **“Individual Defendant(s)”** means Michael Force, Mary Dee,  
22 Morgan Johnson, Alan Moore, and Sean Brown.

23           I.     **“Investment Opportunity”** means anything, tangible or intangible,  
24 that is offered, offered for sale, sold, or traded based wholly or in part on  
25 representations, either express or implied, about past, present, or future income,  
26 profit, or appreciation.

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1 J. **“Merchant”** means (a) any Person or entity engaged in the sale or  
2 marketing of any goods or services, or soliciting a charitable contribution, or (b)  
3 any Person or entity who applies for or obtains Payment Processing services.

4 K. **“Merchant Account”** means any account with an Acquiring Bank or  
5 other Financial Institution, service provider, payment processor, independent sales  
6 organization, or other entity that enables an individual, a business, or other  
7 organization to accept payments of any kind.

8 L. **“Payment Processing”** means providing a Person, directly or  
9 indirectly, with the means used to charge or debit accounts through the use of any  
10 payment method or mechanism, including, but not limited to, remotely created  
11 payment orders, remotely created checks, ACH debits, or debit, credit, prepaid, or  
12 stored value cards. Whether accomplished through the use of software or  
13 otherwise, Payment Processing includes, among other things: (a) reviewing and  
14 approving Merchant applications for payment processing services; (b) providing  
15 the means to transmit sales transactions data from Merchants to Acquiring Banks  
16 or other Financial Institutions; (c) clearing, settling, or distributing proceeds of  
17 sales transactions from Acquiring Banks or Financial Institutions to Merchants; or  
18 (d) processing chargebacks or returned remotely created payment orders, remotely  
19 created checks, or ACH checks.

20 M. **“Person”** means a natural person, organization, or other legal entity,  
21 including a corporation, limited liability company, partnership, proprietorship,  
22 association, cooperative, government or governmental subdivision or agency, or  
23 any other group or combination acting as an entity.

24 N. **“Settling Defendant”** means Alan Moore.  
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**ORDER**

**I. PROHIBITIONS RELATED TO THE SALE OF BUSINESS COACHING PROGRAMS AND INVESTMENT OPPORTUNITIES**

**IT IS ORDERED** that Settling Defendant is permanently restrained and enjoined from:

A. Creating, advertising, marketing, promoting, offering for sale, or selling, or assisting others in creating, advertising, marketing, promoting, offering for sale, or selling any Business Coaching Program or any Investment Opportunity;

B. Holding, directly or through a third-Person, any ownership or other financial interest in any business entity that is creating, advertising, marketing, promoting, offering for sale, or selling, or that assists others in creating, advertising, marketing, promoting, offering for sale, or selling any Business Coaching Program, any Investment Opportunity, or any product to assist in the creation or development of a Business Coaching Program or an Investment Opportunity.

**II. PROHIBITIONS RELATED TO MERCHANT ACCOUNTS**

**IT IS FURTHER ORDERED** that Settling Defendant is permanently restrained and enjoined from:

A. Credit Card Laundering;

B. Making, or assisting others in making, directly or by implication, any false or misleading statement in order to obtain Payment Processing services;

C. Failing to disclose to an Acquiring Bank or other Financial Institution, service provider, payment processor, independent sales organization, or other entity that enables a Person to accept payments of any kind any material information related to a Merchant Account including, but not limited to, the identity of any owner, manager, director, or officer of the applicant for or holder of a Merchant Account, and any connection between an owner, manager, director, or officer of the applicant for or holder of a Merchant Account and any third person who has been

1 or is placed in a Merchant Account monitoring program, had a Merchant Account  
2 terminated by a payment processor or a Financial Institution, or has been fined or  
3 otherwise disciplined in connection with a Merchant Account by a payment  
4 processor or a Financial Institution; and

5 D. Engaging in any tactics to avoid fraud and risk monitoring programs  
6 established by any Financial Institution, Acquiring Bank, or the operators of any  
7 payment system, including, but not limited to, tactics such as balancing or  
8 distributing sales transactions among multiple Merchant Accounts or merchant  
9 billing descriptors; splitting a single sales transaction into multiple smaller  
10 transactions; or using a shell company to apply for a Merchant Account.

11 **III. PROHIBITION AGAINST MISREPRESENTATIONS**

12 **IT IS FURTHER ORDERED** that Settling Defendant, Settling Defendant's  
13 officers, agents, employees, and attorneys, and all other Persons in active concert  
14 or participation with any of them, who receive actual notice of this Order, whether  
15 acting directly or indirectly, in connection with the advertising, marketing,  
16 promoting, or offering for sale of any good or service, are permanently restrained  
17 and enjoined from misrepresenting or assisting others in misrepresenting, expressly  
18 or by implication, any material fact, including, but not limited to:

19 A. Consumers who purchase Defendants' goods or services will earn or  
20 are likely to earn substantial income;

21 B. Consumers who purchase Defendants' goods or services will receive  
22 business coaching that will provide what the consumers need to build a successful  
23 online business; and

24 C. Any other fact material to consumers concerning any good or service,  
25 such as: the total costs; any refund policy; any material restrictions, limitations, or  
26 conditions; or any material aspect of its performance, efficacy, nature, or central  
27 characteristics.

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1 **IV. MONETARY JUDGMENT AND PARTIAL SUSPENSION**

2 A. Judgment in the amount of Fifty-Four Million Dollars (\$54,000,000)  
3 is entered in favor of the Commission against Settling Defendant as equitable  
4 monetary relief.

5 B. Settling Defendant is ordered to pay to the Commission Forty-Six  
6 Thousand, Three Hundred Dollars (\$46,300.00), which, as Settling Defendant  
7 stipulates, his undersigned counsel holds in escrow for no purpose other than  
8 payment to the Commission. Such payment must be made within 7 days of entry of  
9 this Order by electronic fund transfer in accordance with instructions previously  
10 provided by a representative of the Commission.

11 C. In addition to the transfer specified above, immediately upon entry of  
12 this Order, Settling Defendant is ordered to surrender to the Commission all  
13 control, title, dominion, and interest in the following assets:

- 14 1. All interest the Settling Defendant has in funds in any accounts in the  
15 name of the Corporate Defendants;
- 16 2. All interest the Settling Defendants has in funds in any accounts in the  
17 name of all other Receivership Entities;
- 18 3. All cash held by the Receiver;
- 19 4. All assets owned by the Corporate Defendants and the Receivership  
20 Entities, including any real, personal, or intellectual property, chattel, goods,  
21 instruments, equipment, fixtures, general intangibles, effects, leaseholds, contracts,  
22 mail, or other deliveries, shares or stock, securities, inventory, checks, notes,  
23 accounts, credits, receivables, insurance policies, lines of credit, cash, trusts  
24 (including asset protection trusts), lists of consumer names and reserve funds or  
25 any other accounts associated with any payments processed by, or on behalf of,  
26 any Corporate Defendants;
- 27 5. All shares in Falcon Oil & Gas Ltd. (FOLGF) (approximately 314,000  
28 shares);

1 D. To the extent they are not already in the possession of the Receiver,  
2 Settling Defendant shall deliver the assets identified in Subsection C above to the  
3 Receiver's possession within seven (7) days of the entry of this Order.

4 E. The Receiver shall, as soon as practicable, commence the sale of all  
5 unliquidated assets surrendered pursuant to this Order using a commercially  
6 reasonable procedure. The Receiver shall hold the surrendered assets, and the  
7 proceeds from the sale of the unliquidated assets, for future transfer in accordance  
8 with further instructions from the Court.

9 F. Upon completion of all of the transfers listed in Subsections B  
10 through D, above, the remainder of the judgment is suspended, subject to  
11 Subsections G through O, below.

12 G. The Commission's agreement to the suspension of part of the  
13 judgment is expressly premised upon the truthfulness, accuracy, and completeness  
14 of Settling Defendant's sworn financial statements and related documents  
15 (collectively, "financial representations") submitted to the Commission, namely:

16 1. the Financial Statement of Settling Defendant signed by Alan Moore  
17 on February 21, 2018, including the attachments, submitted by Settling  
18 Defendant's counsel, Reza Sina, to Commission counsel Andrew Hudson by secure  
19 file transfer on February 26, 2018;

20 2. the additional documentation submitted by secure file transfer by  
21 Settling Defendant's counsel Reza Sina to Commission counsel Andrew Hudson  
22 on March 30, 2018, including financial account statements;

23 3. the additional information submitted via email by Settling Defendant's  
24 counsel Reza Sina to Commission counsel Andrew Hudson, Laura Basford, and  
25 Jody Goodman, on May 15, 2018 at approximately 1:15 PM Eastern time,  
26 including about various financial transactions;

27 4. the additional information submitted via email by Settling Defendant's  
28 counsel Reza Sina to Commission counsel Andrew Hudson, Laura Basford, and

1 Jody Goodman, on May 15, 2018 at approximately 2:52 PM Eastern time,  
2 including information about interests in real property;

3 5. the additional documentation submitted via secure file transfer by  
4 Settling Defendant's counsel Reza Sina to Commission counsel Andrew Hudson,  
5 Laura Basford, and investigator Reeve Tyndall, on May 15, 2018, including  
6 financial account statements; and

7 6. the additional documentation submitted via email by Settling  
8 Defendant's counsel Reza Sina to Commission counsel Andrew Hudson, Laura  
9 Basford, and Jody Goodman, on June 25, 2018.

10 H. The suspension of the judgment will be lifted as to Settling Defendant  
11 if, upon motion by the Commission, the Court finds that Settling Defendant failed  
12 to disclose any material asset, materially misstated the value of any asset, or made  
13 any other material misstatement or omission in the financial representations  
14 identified above.

15 I. If the suspension of the judgment is lifted, the judgment becomes  
16 immediately due as to Settling Defendant in the amount specified in Subsection A  
17 above (which the parties stipulate only for purposes of this Section represents the  
18 consumer injury alleged in the Complaint), less any payment previously made  
19 pursuant to this Section, and any payment(s) made by or on behalf of any other  
20 Defendant to the Commission pursuant to a Final Order in this action as to such  
21 Defendant, plus interest computed from the date of entry of this Order.

22 J. Settling Defendant relinquishes dominion and all legal and equitable  
23 right, title, and interest in all assets transferred pursuant to this Order and may not  
24 seek the return of any assets.

25 K. The facts alleged in the Complaint will be taken as true, without  
26 further proof, in any subsequent civil litigation by or on behalf of the Commission,  
27 including in a proceeding to enforce its rights to any payment or monetary  
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1 judgment pursuant to this Order, such as a nondischargeability complaint in any  
2 bankruptcy case.

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

7 M. Settling Defendant acknowledges that his Taxpayer Identification  
8 Number (Social Security Number), which Settling Defendant previously submitted  
9 to the Commission, may be used for collecting and reporting on any delinquent  
10 amount arising out of this Order, in accordance with 31 U.S.C. §7701.

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

22 O. The asset freeze is modified to permit the transfer(s) identified in  
23 Subsections B-D of this Section. Upon completion of all such transfer(s) the asset  
24 freeze is dissolved as to Defendant Moore.

25 **V. CUSTOMER INFORMATION**

26 **IT IS FURTHER ORDERED** that Settling Defendant, and all other  
27 Persons in active concert or participation with him, who receive actual notice of  
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1 this Order, whether acting directly or indirectly, are permanently restrained and  
2 enjoined from:

3 A. Failing to provide sufficient customer information to enable the  
4 Commission to efficiently administer consumer redress. If a representative of the  
5 Commission requests in writing any information related to redress, Settling  
6 Defendant must provide it, in the form prescribed by the Commission, within 14  
7 days; and

8 B. Disclosing, using, or benefitting from customer information, including  
9 the name, address, birth date, telephone number, email address, credit card number,  
10 bank account number, Social Security number, other identifying information, or  
11 any data that enables access to a customer's account (including a credit card, bank  
12 account, or other financial account), that any Defendant obtained prior to entry of  
13 this Order in connection with any activity that pertains to the sale of money-  
14 making opportunities and/or purported educational or coaching products or  
15 services provided online; and

16 C. Failing to destroy such customer information in all forms in Settling  
17 Defendant's possession, custody, or control within 30 days after receipt of written  
18 direction to do so from a representative of the Commission.

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

## 22 **VI. COOPERATION**

23 **IT IS FURTHER ORDERED** that Settling Defendant must fully cooperate  
24 with representatives of the Commission in this case and in any investigation related  
25 to or associated with the transactions or the occurrences that are the subject of the  
26 Complaint. Settling Defendant must provide truthful and complete information,  
27 evidence, and testimony. Settling Defendant must appear for interviews, discovery,  
28 hearings, trials, and any other proceedings that a Commission representative may

1 reasonably request upon 5 days written notice, or other reasonable notice, at such  
2 places and times as a Commission representative may designate, without the  
3 service of a subpoena.

4 **VII. ORDER ACKNOWLEDGMENTS**

5 **IT IS FURTHER ORDERED** that Settling Defendant obtain  
6 acknowledgments of receipt of this Order:

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

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

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

24 **VIII. COMPLIANCE REPORTING**

25 **IT IS FURTHER ORDERED** that Settling Defendant make timely  
26 submissions to the Commission:

27 A. One year after entry of this Order, Settling Defendant must submit a  
28 compliance report, sworn under penalty of perjury. In the report, Settling

1 Defendant must: (a) identify the primary physical, postal, and email address and  
2 telephone number, as designated points of contact, which representatives of the  
3 Commission may use to communicate with Settling Defendant; (b) identify all of  
4 Settling Defendant's businesses by all of their names, telephone numbers, and  
5 physical, postal, email, and Internet addresses; (c) describe the activities of each  
6 business, including the goods and services offered, the means of advertising,  
7 marketing, and sales, and the involvement of any other Defendant (which Settling  
8 Defendant must describe if he knows or should know due to his own involvement);  
9 (d) describe in detail whether and how Settling Defendant is in compliance with  
10 each Section of this Order; (e) provide a copy of each Order Acknowledgment  
11 obtained pursuant to this Order, unless previously submitted to the Commission; (f)  
12 identify all telephone numbers and all physical, postal, email and Internet  
13 addresses, including all residences; (g) identify all business activities, including  
14 any business for which Settling Defendant performs services whether as an  
15 employee or otherwise and any entity in which Settling Defendant has any  
16 ownership interest; and (h) describe in detail Settling Defendant's involvement in  
17 each such business, including title, role, responsibilities, participation, authority,  
18 control, and any ownership.

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

- 22 1) any designated point of contact;
- 23 2) the structure of any entity that Settling Defendant has any  
24 ownership interest in or controls directly or indirectly that may  
25 affect compliance obligations arising under this Order,  
26 including: creation, merger, sale, or dissolution of the entity or  
27 any subsidiary, parent, or affiliate that engages in any acts or  
28 practices subject to this Order;

- 1                   3)     name, including aliases or fictitious name, or residence address;  
2                             or  
3                   4)     title or role in any business activity, including any business for  
4                             which Settling Defendant performs services whether as an  
5                             employee or otherwise and any entity in which Settling  
6                             Defendant has any ownership interest, and identify the name,  
7                             physical address, and any internet address of the business or  
8                             entity.

9           C.     Settling Defendant must submit to the Commission notice of the filing  
10 of any bankruptcy petition, insolvency proceeding, or similar proceeding by or  
11 against him within 14 days of its filing.

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

18           E.     Unless otherwise directed by a Commission representative in writing,  
19 all submissions to the Commission pursuant to this Order must be emailed to  
20 DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to:  
21 Associate Director for Enforcement, Bureau of Consumer Protection, Federal  
22 Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580. The  
23 subject line must begin: FTC v. Digital Altitude, et al. (Alan Moore), No.  
24 X180021.

25 **IX. RECORDKEEPING**

26           **IT IS FURTHER ORDERED** that Settling Defendant must create certain  
27 records for 15 years after entry of the Order, and retain each such record for 5  
28 years. Specifically, for any business that Settling Defendant, individually or

1 collectively with any other Defendants, is a majority owner or controls directly or  
2 indirectly, must create and retain the following records:

3 A. accounting records showing the revenues from all goods or services  
4 sold;

5 B. personnel records showing, for each person providing services,  
6 whether as an employee or otherwise, that person's: name; addresses; telephone  
7 numbers; job title or position; dates of service; and (if applicable) the reason for  
8 termination;

9 C. records of all consumer complaints and refund requests, whether  
10 received directly or indirectly, such as through a third party, and any response;

11 D. all records necessary to demonstrate full compliance with each  
12 provision of this Order, including all submissions to the Commission; and

13 E. a copy of each unique advertisement or other marketing material.

14 **X. COMPLIANCE MONITORING**

15 **IT IS FURTHER ORDERED** that, for the purpose of monitoring Settling  
16 Defendant's compliance with this Order, including the financial representations  
17 upon which part of the judgment was suspended, and any failure to transfer any  
18 assets as required by this Order:

19 A. Within 14 days of receipt of a written request from a representative of  
20 the Commission, Settling Defendant must: submit additional compliance reports  
21 or other requested information, which must be sworn under penalty of perjury;  
22 appear for depositions; and produce documents for inspection and copying. The  
23 Commission is also authorized to obtain discovery, without further leave of court,  
24 using any of the procedures prescribed by Federal Rules of Civil Procedure 29, 30  
25 (including telephonic depositions), 31, 33, 34, 36, 45, and 69.

26 B. For matters concerning this Order, the Commission is authorized to  
27 communicate directly with Settling Defendant. Settling Defendant must permit  
28 representatives of the Commission to interview any employee or other person

1 | affiliated with any Defendant who has agreed to such an interview. The person  
2 | interviewed may have counsel present.

3 | C. The Commission may use all other lawful means, including posing,  
4 | through its representatives as consumers, suppliers, or other individuals or entities,  
5 | to Settling Defendant or any individual or entity affiliated with Defendants,  
6 | without the necessity of identification or prior notice. Nothing in this Order limits  
7 | the Commission's lawful use of compulsory process, pursuant to Sections 9 and 20  
8 | of the FTC Act, 15 U.S.C. §§ 49, 57b-1.

9 | D. Upon written request from a representative of the Commission, any  
10 | consumer reporting agency must furnish consumer reports concerning Defendant  
11 | Moore, pursuant to Section 604(1) of the Fair Credit Reporting Act, 15 U.S.C.  
12 | §1681b(a)(1).

13 | **XI. RETENTION OF JURISDICTION**

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

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17 |  
18 | IT IS SO ORDERED.

19 |  
20 | Dated: March 4, 2019



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21 | JOHN A. KRONSTADT  
22 | UNITED STATES DISTRICT JUDGE

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