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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

FEDERAL TRADE COMMISSION,

Plaintiff,

vs.

AH MEDIA GROUP, LLC, a Delaware Limited Liability Company,

HENRY BLOCK, individually, and as an officer of AH MEDIA GROUP, LLC,

ALAN SCHILL, individually, and as an owner of AH MEDIA GROUP, LLC,

Defendants,

and

ZANELO, LLC, a Puerto Rico Limited Liability Company,

Relief Defendant.

Case No. 19-cv-04022-JD

~~Proposed~~ STIPULATED  
PRELIMINARY INJUNCTION

On July 12, 2019, the Federal Trade Commission (“FTC”), filed a complaint for permanent injunction and other equitable relief under Sections 13(b) and 19 of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. § 53(b), and an application for an ex parte temporary restraining order and ancillary relief under Fed. R. Civ. P. 65(b). Dkt. Nos. 4, 14. The Court granted the FTC’s ex parte application and issued an ex parte Temporary Restraining Order on July 18, 2019, and set a preliminary injunction hearing for August 1, 2019 at 2:00pm. Dkt. No.

1 26. Upon the joint request of the parties, the Court extended the Temporary Restraining Order  
2 and rescheduled the preliminary injunction hearing for August 29, 2019 at 10:00am. Dkt. No.  
3 31. The respondent defendants are AH Media Group, LLC, Henry Block, and Alan Schill  
4 (collectively, “Defendants”), and respondent relief defendant is Zanelo, LLC (collectively with  
5 Defendants, “Stipulating Defendants”).

6 The FTC, defendants, and relief defendant, by and through their undersigned counsel,  
7 have stipulated and agreed to the entry of a preliminary injunction order (“Order”).

### 8 **BACKGROUND AND FINDINGS**

9 By stipulation of the parties, the Court finds:

10 A. The FTC and Stipulating Defendants have stipulated and agreed to the entry of  
11 this Order without any admission of wrongdoing or violation of law, and without a finding by the  
12 Court other than stated below.

13 B. Stipulating Defendants waive all rights to seek judicial review or otherwise  
14 challenge or contest the validity of the Order.

15 C. This Court has subject matter jurisdiction over the case, and there is good cause to  
16 believe that it will have jurisdiction over all parties hereto and that venue in this district is proper.

17 D. The FTC asserts there is good cause to believe that Defendants:  
18 (1) misrepresented the price associated with “trial offers” of their products; (2) misrepresented  
19 that clicking on a “complete checkout” button would complete just the purchase of the trial offer,  
20 when in fact it added upsell products and associated charges; (3) did not clearly and  
21 conspicuously disclose to consumers that they would be charged the full amount for the product  
22 and enrolled in continuity plans resulting in additional charges to their credit cards or  
23 withdrawals from their debit accounts; (4) did not obtain consumers’ express informed consent  
24 before imposing these charges, or provide a clear way to stop the recurring charges; (5) did not  
25 clearly and conspicuously disclose their return, cancellation, and refund policies; (6) used  
26 fraudulent documentation to contest consumer disputes over unauthorized charges; and  
27 (7) engaged in credit card laundering, through which they unlawfully used shell companies and  
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1 shell owners to obtain access to merchant accounts needed to accept consumers' credit and debit  
2 card payments.

3 E. The FTC asserts there is good cause to believe that Defendants have engaged in,  
4 and are likely to engage in, acts or practices that violate Section 5(a) of the FTC Act, 15 U.S.C.  
5 § 45(a), Section 4 of the Restore Online Shoppers' Confidence Act (ROSCA), 15 U.S.C. § 8403,  
6 Section 907(a) of the Electronic Funds Transfer Act (EFTA), 15 U.S.C. § 1693e(a), and Section  
7 1005.10(b) of Regulation E, 12 C.F.R. § 1005.10(b), and that the FTC is likely to prevail on the  
8 merits of this action.

9 F. The FTC asserts there is good cause to believe that immediate and irreparable  
10 harm is likely to result from Defendants' ongoing violations of the FTC Act, ROSCA, EFTA and  
11 Regulation E, unless Defendants are restrained and enjoined by order of this Court.

12 G. The FTC asserts there is good cause to believe that relief defendant has received  
13 funds or other assets that are traceable to Defendants' violations of law, and that relief defendant  
14 holds funds and assets in constructive trust for the benefit of Defendants' customers.

15 H. The FTC asserts there is good cause exists for continuing the receivership over  
16 the Receivership Entities (defined *infra*), continuing to freeze Defendants' assets, and freezing  
17 relief defendant's assets.

18 I. This Order is in the public interest.

19 J. The Court has authority to issue this Order under Sections 13(b) and 19 of the  
20 FTC Act, 15 U.S.C. § 53(b); Federal Rule of Civil Procedure 65; and the All Writs Act, 28  
21 U.S.C. § 1651.

22 K. No security is required of any agency of the United States for issuance of a  
23 preliminary injunction. Fed. R. Civ. P. 65(c).

#### 24 **DEFINITIONS**

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

26 A. "Asset" means any legal or equitable interest in, right to, or claim to, any  
27 property, wherever located and by whomever held.

1           B.        “**Associated LLCs**” means the companies identified in **Attachment A** to this  
2 Order and each of their subsidiaries, affiliates, successors, and assigns.

3           C.        “**Clear and Conspicuous**” or “**Clearly and Conspicuously**” means that a required  
4 disclosure is difficult to miss (i.e., easily noticeable) and easily understandable by  
5 ordinary consumers, including in all of the following ways:

6           1.        In any communication that is solely visual or solely audible, the disclosure  
7 must be made through the same means through which the communication is  
8 presented. In any communication made through both visual and audible means,  
9 such as a television advertisement, the disclosure must be presented simultaneously  
10 in both the visual and audible portions of the communication even if the  
11 representation requiring the disclosure is made in only one means;

12           2.        A visual disclosure, by its size, contrast, location, the length of time it  
13 appears, and other characteristics, must stand out from any accompanying text or  
14 other visual elements so that it is easily noticed, read, and understood;

15           3.        An audible disclosure, including by telephone or streaming video, must be  
16 delivered in a volume, speed, and cadence sufficient for ordinary consumers to  
17 easily hear and understand it;

18           4.        In any communication using an interactive electronic medium, such as the  
19 Internet or software, the disclosure must be unavoidable;

20           5.        On a product label, the disclosure must be presented on the principal  
21 display panel;

22           6.        The disclosure must use diction and syntax understandable to ordinary  
23 consumers and must appear in each language in which the representation that  
24 requires the disclosure appears;

25           7.        The disclosure must comply with these requirements in each medium  
26 through which it is received, including all electronic devices and face-to-face  
27 communications;

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1           8.           The disclosure must not be contradicted or mitigated by, or inconsistent  
2           with, anything else in the communication; and

3           9.           When the representation or sales practice targets a specific audience, such  
4           as children, the elderly, or the terminally ill, “ordinary consumers” includes  
5           reasonable members of that group.

6           D.           **“Corporate Defendant”** means AH Media Group, LLC, and each of its  
7           subsidiaries, affiliates, successors, and assigns.

8           E.           **“Defendant(s)”** means Corporate Defendant AH Media Group, LLC, Henry  
9           Block and Alan Schill, individually, collectively, or in any combination.

10          F.           **“Document”** is synonymous in meaning and equal in scope to the usage of  
11          “document” and “electronically stored information” in Federal Rule of Civil Procedure 34(a),  
12          Fed. R. Civ. P. 34(a), and includes writings, drawings, graphs, charts, photographs, sound and  
13          video recordings, images, Internet sites, web pages, websites, electronic correspondence,  
14          including e-mail and instant messages, contracts, accounting data, advertisements, FTP Logs,  
15          Server Access Logs, books, written or printed records, handwritten notes, telephone logs,  
16          telephone scripts, receipt books, ledgers, personal and business canceled checks and check  
17          registers, bank statements, appointment books, computer records, customer or sales databases  
18          and any other electronically stored information, including Documents located on remote servers  
19          or cloud computing systems, and other data or data compilations from which information can be  
20          obtained directly or, if necessary, after translation into a reasonably usable form. A draft or non-  
21          identical copy is a separate document within the meaning of the term.

22          G.           **“Electronic Data Host”** means any person or entity in the business of storing,  
23          hosting, or otherwise maintaining electronically stored information. This includes, but is not  
24          limited to, any entity hosting a website or server, and any entity providing “cloud based”  
25          electronic storage.

26          H.           **“Individual Defendant(s)”** means Henry Block and Alan Schill, individually,  
27          collectively, or in any combination.

1 I. **“Negative Option Feature”** means, in an offer or agreement to sell or provide  
2 any good or service, a provision under which the consumer’s silence or failure to take affirmative  
3 action to reject a good or service or to cancel the agreement is interpreted by the seller or  
4 provider as acceptance or continuing acceptance of the offer.

5 J. **“Receiver”** means the receiver appointed in Section XIV of this Order and any  
6 deputy receivers that are named by the receiver.

7 K. **“Receivership Entities”** means Corporate Defendant, Zanelo, LLC, the  
8 Associated LLCs, as well as any other entity that has conducted any business related to  
9 Defendants’ online marketing of trial offers, including receipt of Assets derived from any  
10 activity that is the subject of the Complaint in this matter, and that the Receiver determines is  
11 controlled or owned by any Defendant.

12 L. **“Stipulating Defendants”** means Defendants and relief defendant Zanelo, LLC,  
13 individually, collectively, or in any combination.

14 **ORDER**

15 **I. PROHIBITED BUSINESS ACTIVITIES**

16 IT IS THEREFORE ORDERED that Defendants, Defendants’ officers, agents,  
17 employees, and attorneys, and all other persons in active concert or participation with them, who  
18 receive actual notice of this Order, whether acting directly or indirectly, in connection with the  
19 advertising, marketing, promoting, or offering for sale of any goods or services, are restrained  
20 and enjoined from misrepresenting or assisting others in misrepresenting, expressly or by  
21 implication, any material fact, including, but not limited to:

22 A. Any cost to the consumer to purchase, receive, use, or return the initial good or  
23 service;

24 B. That the consumer will not be charged for any good or service;

25 C. That a good or service is offered on a “free,” “trial,” “sample,” “bonus,” “gift,”  
26 “no commitment,” “discounted” basis, or words of similar import, denoting or implying the  
27 absence of an obligation on the part of the recipient of the offer to affirmatively act in order to  
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1 avoid charges, including where a charge will be assessed pursuant to the offer unless the  
2 consumer takes affirmative steps to prevent or stop such a charge;

3 D. That the consumer can obtain a good or service for a processing, service,  
4 shipping, handling, or administrative fee with no further obligation;

5 E. That a transaction has been authorized by the consumer;

6 F. Any material aspect of the nature or terms of websites that are presented as part of  
7 the process of completing a purchase, including “complete checkout” buttons;

8 G. Any material aspect of the nature or terms of a refund, cancellation, exchange, or  
9 repurchase policy for the good or service; or

10 H. Any other fact material to consumers concerning any good or service, such as:  
11 the total costs; any material restrictions, limitations, or conditions; or any material aspect of its  
12 performance, efficacy, nature, or central characteristics.

13 **II. PROHIBITION AGAINST UNFAIR AND DECEPTIVE**  
14 **NEGATIVE OPTION MARKETING PRACTICES**

15 IT IS FURTHER ORDERED that Defendants, Defendants’ officers, agents, employees,  
16 and attorneys, and all other persons in active concert or participation with any of them, who  
17 receive actual notice of this Order, whether acting directly or indirectly, are restrained and  
18 enjoined from charging, causing to be charged, assisting others in charging, or attempting to  
19 charge any consumer in any sale of a good or service with a Negative Option Feature without:

20 A. Clearly and Conspicuously disclosing all material terms of the Negative Option  
21 Feature before obtaining the consumer’s billing information;

22 B. Obtaining a consumer’s express informed consent, written or similarly authorized,  
23 to the Negative Option Feature before making any charge; and

24 C. Providing a simple mechanism for a consumer to stop recurring charges from  
25 being placed on the consumer’s credit card, debit card, or other financial account.

**III. PROHIBITION AGAINST DEBITING CONSUMERS’  
BANK ACCOUNTS WITHOUT AUTHORIZATION**

IT IS FURTHER ORDERED that Defendants, Defendants’ officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with the sale of any good or service, are restrained and enjoined from:

A. Failing to timely obtain written authorization signed or similarly authenticated by the consumer for any Preauthorized Electronic Fund Transfer from a consumer’s account before initiating any Preauthorized Electronic Fund Transfer; and

B. Failing to provide the consumer a copy of a valid written authorization signed or similarly authenticated by the consumer for any Preauthorized Electronic Fund Transfer.

**IV. PROHIBITION RELATED TO OBTAINING MERCHANT ACCOUNTS  
AND RESPONDING TO CHARGEBACKS**

IT IS FURTHER ORDERED that Defendants, Defendants’ officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, are hereby restrained and enjoined from:

A. Failing to disclose to any bank, payment processor, credit card processor, independent sales organization, third party processor, payment gateway, or other financial institution any material fact relating to obtaining a merchant account, including, but not limited to, the identity of the bona fide owner, manager, director, or officer of an entity applying for or holding a merchant account, and whether such owner, manager, director, or officer:

1. Has been or is placed in a merchant account monitoring program;
2. Has had a merchant account terminated by a bank, payment processor, or other financial institution; or
3. Has been fined or otherwise disciplined by a bank, payment processor, or other financial institution, in connection with a merchant account.

1 B. Making, or causing, or assisting others in making, directly or by implication, any  
2 false or misleading statements in order to obtain a merchant account or respond to a chargeback.

3 **V. PROHIBITION ON RELEASE OF CUSTOMER INFORMATION**

4 IT IS FURTHER ORDERED that Defendants, Defendants’ officers, agents, employees,  
5 and attorneys, and all other persons in active concert or participation with any of them, who  
6 receive actual notice of this Order, whether acting directly or indirectly, are hereby restrained  
7 and enjoined from:

8 A. Selling, renting, leasing, transferring, or otherwise disclosing, the name, address,  
9 birth date, telephone number, email address, credit card number, bank account number, Social  
10 Security number, or other financial or identifying information of any person that any Defendant  
11 obtained in connection with any activity that pertains to the subject matter of this Order; and

12 B. Benefitting from or using the name, address, birth date, telephone number, email  
13 address, credit card number, bank account number, Social Security number, or other financial or  
14 identifying information of any person that any Defendant obtained in connection with any  
15 activity that pertains to the subject matter of this Order.

16 Provided, however, that Defendants may disclose such identifying information to a law  
17 enforcement agency, to their attorneys as required for their defense, as required by any law,  
18 regulation, or court order, or in any filings, pleadings or discovery in this action in the manner  
19 required by the Federal Rules of Civil Procedure and by any protective order in the case.

20 **VI. ASSET FREEZE**

21 IT IS FURTHER ORDERED that Stipulating Defendants and their officers, agents,  
22 employees, and attorneys, and all other persons in active concert or participation with any of  
23 them, who receive actual notice of this Order, whether acting directly or indirectly, are hereby  
24 restrained and enjoined from:

25 A. Transferring, liquidating, converting, encumbering, pledging, loaning, selling,  
26 concealing, dissipating, disbursing, assigning, relinquishing, spending, withdrawing, granting a  
27 lien or security interest or other interest in, or otherwise disposing of any Assets that are:  
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- 1 1. owned or controlled, directly or indirectly, by any Stipulating Defendant;
- 2 2. held, in part or in whole, for the benefit of any Stipulating Defendant;
- 3 3. in the actual or constructive possession of any Stipulating Defendant; or
- 4 4. owned or controlled by, in the actual or constructive possession of, or
- 5 otherwise held for the benefit of, any corporation, partnership, asset
- 6 protection trust, or other entity that is directly or indirectly owned,
- 7 managed or controlled by any Stipulating Defendant.

8 B. Opening or causing to be opened any safe deposit boxes, commercial mail boxes,  
9 or storage facilities titled in the name of any Stipulating Defendant or subject to access by any  
10 Stipulating Defendant, except as necessary to comply with written requests from the Receiver  
11 acting pursuant to its authority under this Order;

12 C. Incurring charges or cash advances on any credit, debit, or ATM card issued in  
13 the name, individually or jointly, of Corporate Defendant or any corporation, partnership, or  
14 other entity directly or indirectly owned, managed, or controlled by any Stipulating Defendant or  
15 of which any Stipulating Defendant is an officer, director, member, or manager. This includes  
16 any corporate bankcard or corporate credit card account for which any Stipulating Defendant is,  
17 or was on the date that this Order was signed, an authorized signor; or

18 D. Cashing any checks or depositing any money orders or cash received from  
19 consumers, clients, or customers of any Defendant.

20 Except for the exceptions set forth below in this Section, the Assets affected by this Order  
21 include: (1) all Assets of Stipulating Defendants as of the time the Temporary Restraining Order  
22 (Dkt. No. 26) was entered; or (2) Assets obtained by Stipulating Defendants after the Temporary  
23 Restraining Order was entered if those Assets are derived from any activity that is the subject of  
24 the Complaint in this matter or that is prohibited by this Order. *Provided that* this Order will not  
25 apply to, or otherwise restrict, Assets obtained after the Temporary Restraining Order was issued  
26 that were derived from activity that is neither the subject of the Complaint nor prohibited by this  
27 Order. *Provided further that* this Section does not prohibit any transfers to the Receiver or  
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1 repatriation of foreign Assets specifically required by this order. *Provided further that* the  
 2 following Assets are exempt from the Asset Freeze:

- 3 i) The bank account in the name of Dynamic Body Solutions 1 LLC, DBA Dynamix  
 4 held at Bank of The West and ending in xxxx4491; and
- 5 ii) The bank account in the name of Zanelo Capital Management, LLC held at Banco  
 6 Popular and ending in xxxx7584.

7 *Provided further, however,* that Defendants Block, Schill, and AH Media Group, may  
 8 request from FTC counsel—and the Receiver, in the event the request concerns Receivership  
 9 assets—in writing and with supporting documentation, a stipulation agreeing to the release of  
 10 frozen funds for reasonable and necessary expenses. FTC counsel, and, if applicable, the  
 11 Receiver, shall review any such request and communicate any objections to Defendants’ counsel.  
 12 The parties shall meet and confer concerning any objections to a request for release of funds for  
 13 expenses. To the extent the parties agree on a stipulation, Defendants shall file a stipulation and  
 14 proposed order with the Court to modify the asset freeze to release the funds in the stipulation. In  
 15 the event that the parties are unable to resolve objections to a request for release of funds for  
 16 expenses, Defendants Block, Schill, and AH Media Group may move the Court for a release of  
 17 funds for expenses. FTC counsel or the Receiver may raise an opposition with the Court to such  
 18 a motion.

#### 19 **VII. DUTIES OF ASSET HOLDERS AND OTHER THIRD PARTIES**

20 IT IS FURTHER ORDERED that any financial or brokerage institution, Electronic Data  
 21 Host, credit card processor, payment processor, merchant bank, acquiring bank, independent  
 22 sales organization, third party processor, payment gateway, insurance company, currency  
 23 exchange or cryptocurrency exchange or service provider, business entity, or person who  
 24 receives actual notice of this Order (by service or otherwise) that:

- 25 (a) has held, controlled, or maintained custody, through an account or  
 26 otherwise, of any Document on behalf of any Stipulating Defendant or any Asset that has been:  
 27 owned or controlled, directly or indirectly, by any Stipulating Defendant; held, in part or in  
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1 whole, for the benefit of any Stipulating Defendant; in the actual or constructive possession of  
2 any Stipulating Defendant; or owned or controlled by, in the actual or constructive possession of,  
3 or otherwise held for the benefit of, any corporation, partnership, asset protection trust, or other  
4 entity that is directly or indirectly owned, managed or controlled by any Stipulating Defendant;

5 (b) regarding Electronic Data Hosts, has held, controlled, or maintained  
6 custody of any email account set forth in **Attachment B** to this Order;

7 (c) has held, controlled, or maintained custody, through an account or  
8 otherwise, of any Document or Asset associated with credits, debits, or charges made on behalf  
9 of any Stipulating Defendant, including reserve funds held by payment processors, credit card  
10 processors, merchant banks, acquiring banks, independent sales organizations, third party  
11 processors, payment gateways, insurance companies, or other entities; or

12 (d) has extended credit to any Stipulating Defendant, including through a  
13 credit card account, will:

14 A. Except for the explicit carve-outs in Section VI, hold, preserve, and retain within  
15 its control and prohibit the withdrawal, removal, alteration, assignment, transfer, pledge,  
16 encumbrance, disbursement, dissipation, relinquishment, conversion, sale, or other disposal of  
17 any such Document or Asset, as well as all Documents or other property related to such Assets,  
18 except by further order of this Court; provided, however, that this provision does not prohibit an  
19 Individual Defendant from incurring charges on a personal credit card established prior to entry  
20 of this Order;

21 B. Except for the explicit carve-outs in Section VI, deny any person, except the  
22 Receiver, access to any safe deposit box, commercial mail box, or storage facility that is titled in  
23 the name of any Stipulating Defendant, either individually or jointly, or otherwise subject to  
24 access by any Defendant;

25 C. To the extent applicable, provide the FTC's counsel and the Receiver, within  
26 three (3) days of receiving a copy of this Order, a sworn statement setting forth, for each Asset or  
27 account covered by this Order, subject to the explicit carve-outs in Section VI:  
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- 1           1.     The identification number of each such account or Asset;
- 2           2.     The balance of each such account, or a description of the nature and value
- 3                 of each such Asset as of the close of business on the day on which this
- 4                 Order is served, and, if the account or other Asset has been closed or
- 5                 removed, the date closed or removed, the total funds removed in order to
- 6                 close the account, and the name of the person or entity to whom such
- 7                 account or other Asset was remitted;
- 8           3.     The identification of any safe deposit box, commercial mail box, or
- 9                 storage facility that is either titled in the name, individually or jointly, of
- 10                any Defendant, or is otherwise subject to access by any Stipulating
- 11                Defendant; and
- 12           4.     The cryptographic hash value, time stamp, transaction data, public
- 13                 addresses or other information sufficient to identify, locate, and track
- 14                 cryptocurrency in any blockchain or distributed ledger technology system
- 15                 that is belonging to, for the use or benefit of, under the control of, or
- 16                 subject to access by any Stipulating Defendant; and

17           D.     Upon the request of the FTC’s counsel or the Receiver, promptly provide the  
18     FTC’s counsel and the Receiver with copies of all records or other Documents pertaining to each  
19     Asset or account covered by this Order, including originals or copies of account applications,  
20     account statements, signature cards, checks, drafts, deposit tickets, transfers to and from the  
21     accounts, including wire transfers and wire transfer instructions, all other debit and credit  
22     instruments or slips, currency transaction reports, 1099 forms, and all logs and records pertaining  
23     to safe deposit boxes, commercial mail boxes, and storage facilities.

24           Provided, however, that this Section does not prohibit any transfers to the Receiver or  
25     repatriation of foreign Assets specifically required by this Order.

1 **VIII. FINANCIAL DISCLOSURES**

2 IT IS FURTHER ORDERED that each Stipulating Defendant, within five (5) days of  
3 service of this Order upon them, who has not already done so, will prepare and deliver to the  
4 FTC's counsel and the Receiver:

5 A. Completed financial statements on the forms attached to this Order as  
6 **Attachment C** (Financial Statement of Individual Defendant) for each Individual Defendant, and  
7 **Attachment D** (Financial Statement of Corporate Defendant) for Corporate Defendant AH  
8 Media Group, LLC and relief defendant Zanelo, LLC;

9 B. Completed cryptocurrency financial statement on the form attached to this Order  
10 as **Attachment E**; and

11 C. Completed **Attachment F** (IRS Form 4506, Request for Copy of a Tax Return)  
12 for each Stipulating Defendant.

13 **IX. FOREIGN ASSET REPATRIATION**

14 IT IS FURTHER ORDERED that within five (5) days following the service of this  
15 Order, each Defendant who has not already done so, will:

16 A. Provide the FTC's counsel and the Receiver with a full accounting, verified under  
17 oath and accurate as of the date of this Order, of all Assets, Documents, and accounts outside of  
18 the United States which are: (1) titled in the name, individually or jointly, of any Stipulating  
19 Defendant; (2) held by any person or entity for the benefit of any Stipulating Defendant or for  
20 the benefit of, any corporation, partnership, asset protection trust, or other entity that is directly  
21 or indirectly owned, managed or controlled by any Stipulating Defendant; or (3) under the direct  
22 or indirect control, whether jointly or singly, of any Stipulating Defendant;

23 B. Take all steps necessary to provide the FTC's counsel and Receiver access to all  
24 Documents and records that may be held by third parties located outside of the territorial United  
25 States of America, including signing the Consent to Release of Financial Records appended to  
26 this Order as **Attachment G**.

1 C. Transfer to the territory of the United States all Documents and Assets located in  
2 foreign countries that are: (1) titled in the name, individually or jointly, of any Stipulating  
3 Defendant; (2) held by any person or entity for the benefit of any Stipulating Defendant or for  
4 the benefit of, any corporation, partnership, asset protection trust, or other entity that is directly  
5 or indirectly owned, managed or controlled by any Stipulating Defendant; or (3) under the direct  
6 or indirect control, whether jointly or singly, of any Stipulating Defendant; and

7 D. The same business day as any repatriation, (1) notify the Receiver and counsel for  
8 the FTC of the name and location of the financial institution or other entity that is the recipient of  
9 such Documents or Assets; and (2) serve this Order on any such financial institution or other  
10 entity.

11 **X. NON-INTERFERENCE WITH REPATRIATION**

12 IT IS FURTHER ORDERED that Stipulating Defendants, Stipulating Defendants'  
13 officers, agents, employees, and attorneys, and all other persons in active concert or participation  
14 with any of them, who receive actual notice of this Order, whether acting directly or indirectly,  
15 are hereby restrained and enjoined from taking any action, directly or indirectly, which may  
16 result in the encumbrance or dissipation of foreign Assets, or in the hindrance of the repatriation  
17 required by this Order, including, but not limited to:

18 A. Sending any communication or engaging in any other act, directly or indirectly,  
19 that results in a determination by a foreign trustee or other entity that a "duress" event has  
20 occurred under the terms of a foreign trust agreement until such time that all Stipulating  
21 Defendants' Assets have been fully repatriated pursuant to this Order; or

22 B. Notifying any trustee, protector or other agent of any foreign trust or other related  
23 entities of either the existence of this Order, or of the fact that repatriation is required pursuant to  
24 a court order, until such time that all Stipulating Defendants' Assets have been fully repatriated  
25 pursuant to this Order.

1 **XI. CONSUMER CREDIT REPORTS**

2 IT IS FURTHER ORDERED that the FTC may obtain credit reports concerning any  
3 Stipulating Defendant pursuant to Section 604(a)(1) of the Fair Credit Reporting Act, 15 U.S.C.  
4 § 1681b(a)(1), and that, upon written request, any credit reporting agency from which such  
5 reports are requested will provide them to the FTC.

6 **XII. PRESERVATION OF RECORDS**

7 IT IS FURTHER ORDERED that Stipulating Defendants, Stipulating Defendants’  
8 officers, agents, employees, and attorneys, and all other persons in active concert or participation  
9 with any of them, who receive actual notice of this Order, whether acting directly or indirectly,  
10 are hereby restrained and enjoined from:

11 A. Destroying, erasing, falsifying, writing over, mutilating, concealing, altering,  
12 transferring, or otherwise disposing of, in any manner, directly or indirectly, Documents that  
13 relate to: (1) the business, business practices, Assets, or business or personal finances of any  
14 Stipulating Defendant; (2) the business practices or finances of entities directly or indirectly  
15 under the control of any Stipulating Defendant; or (3) the business practices or finances of  
16 entities directly or indirectly under common control with any other Stipulating Defendant; and

17 B. Failing to create and maintain Documents that, in reasonable detail, accurately,  
18 fairly, and completely reflect Stipulating Defendants’ incomes, disbursements, transactions, and  
19 use of Stipulating Defendants’ Assets.

20 **XIII. REPORT OF NEW BUSINESS ACTIVITY**

21 IT IS FURTHER ORDERED that Defendants, Defendants’ officers, agents, and  
22 employees, and in-house counsel, and all other persons in active concert or participation with any  
23 of them, who receive actual notice of this Order, whether acting directly or indirectly, are hereby  
24 restrained and enjoined from creating, operating, or exercising any control over any business  
25 entity, whether newly formed or previously inactive, including any partnership, limited  
26 partnership, joint venture, sole proprietorship, or corporation, without first providing the FTC’s  
27 counsel and the Receiver with a written statement disclosing: (1) the name of the business  
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1 entity; (2) the address and telephone number of the business entity; (3) the names of the business  
2 entity's officers, directors, principals, managers, and employees; and (4) a detailed description of  
3 the business entity's intended activities.

4 **XIV. RECEIVER**

5 IT IS FURTHER ORDERED that the Court continues the appointment of a Receiver,  
6 with Robb Evans & Associates LLC appointed as Receiver of the Receivership Entities with full  
7 powers of an equity receiver. The Receiver will be solely the agent of this Court in acting as  
8 Receiver under this Order.

9 **XV. DUTIES AND AUTHORITY OF RECEIVER**

10 IT IS FURTHER ORDERED that the Receiver is directed and authorized to accomplish  
11 the following:

12 A. Assume full control of Receivership Entities by removing, as the Receiver deems  
13 necessary or advisable, any director, officer, independent contractor, employee, attorney, or  
14 agent of any Receivership Entity from control of, management of, or participation in the affairs  
15 of the Receivership Entity;

16 B. Take exclusive custody, control, and possession of all Assets and Documents of,  
17 or in the possession, custody, or under the control of, any Receivership Entity, wherever situated;

18 C. Take exclusive custody, control, and possession of all Documents or Assets  
19 associated with credits, debits, or charges made on behalf of any Receivership Entity, wherever  
20 situated, including reserve funds held by payment processors, credit card processors, merchant  
21 banks, acquiring banks, independent sales organizations, third party processors, payment  
22 gateways, insurance companies, or other entities;

23 D. Conserve, hold, manage, and prevent the loss of all Assets of the Receivership  
24 Entities, and perform all acts necessary or advisable to preserve the value of those Assets. The  
25 Receiver will assume control over the income and profits therefrom and all sums of money now  
26 or hereafter due or owing to the Receivership Entities. The Receiver will have full power to sue  
27 for, collect, and receive, all Assets of the Receivership Entities and of other persons or entities  
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1 whose interests are now under the direction, possession, custody, or control of, the Receivership  
2 Entities. Provided, however, that the Receiver will not attempt to collect any amount from a  
3 consumer if the Receiver believes the consumer's debt to the Receivership Entities has resulted  
4 from the deceptive acts or practices or other violations of law alleged in the Complaint in this  
5 matter, without prior Court approval;

6 E. Obtain, conserve, hold, manage, and prevent the loss of all Documents of the  
7 Receivership Entities, and perform all acts necessary or advisable to preserve such Documents.  
8 The Receiver will: divert mail; preserve all Documents of the Receivership Entities that are  
9 accessible via electronic means (such as online access to financial accounts and access to  
10 electronic Documents held onsite or by Electronic Data Hosts, by changing usernames,  
11 passwords or other log-in credentials; take possession of all electronic Documents of the  
12 Receivership Entities stored onsite or remotely; take whatever steps necessary to preserve all  
13 such Documents; and obtain the assistance of the FTC's Digital Forensic Unit for the purpose of  
14 obtaining electronic Documents stored onsite or remotely.

15 F. Choose, engage, and employ attorneys, accountants, appraisers, and other  
16 independent contractors and technical specialists, as the Receiver deems advisable or necessary  
17 in the performance of duties and responsibilities under the authority granted by this Order;

18 G. Make payments and disbursements from the receivership estate that are necessary  
19 or advisable for carrying out the directions of, or exercising the authority granted by, this Order,  
20 and to incur, or authorize the making of, such agreements as may be necessary and advisable in  
21 discharging his or her duties as Receiver. The Receiver will apply to the Court for prior approval  
22 of any payment of any debt or obligation incurred by the Receivership Entities prior to the date  
23 of entry of this Order, except payments that the Receiver deems necessary or advisable to secure  
24 Assets of the Receivership Entities, such as rental payments;

25 H. Take all steps necessary to secure and take exclusive custody of each location  
26 from which the Receivership Entities operate their businesses. Such steps may include, but are  
27 not limited to, any of the following, as the Receiver deems necessary or advisable: (1) securing  
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1 the location by changing the locks and alarm codes and disconnecting any Internet access or  
2 other means of access to the computers, servers, internal networks, or other records maintained at  
3 that location; and (2) requiring any persons present at the location to leave the premises, to  
4 provide the Receiver with proof of identification, and/or to demonstrate to the satisfaction of the  
5 Receiver that such persons are not removing from the premises Documents or Assets of the  
6 Receivership Entities. Law enforcement personnel, including, but not limited to, police or  
7 sheriffs, may assist the Receiver in implementing these provisions in order to keep the peace and  
8 maintain security. If requested by the Receiver, the United States Marshal will provide  
9 appropriate and necessary assistance to the Receiver to implement this Order and is authorized to  
10 use any necessary and reasonable force to do so;

11 I. Take all steps necessary to prevent the modification, destruction, or erasure of any  
12 web page or website registered to and operated, in whole or in part, by any Defendants, and to  
13 provide access to all such web pages or websites to the FTC's representatives, agents, and  
14 assistants, as well as Defendants and their representatives;

15 J. Enter into and cancel contracts and purchase insurance as advisable or necessary;

16 K. Prevent the inequitable distribution of Assets and determine, adjust, and protect  
17 the interests of consumers who have transacted business with the Receivership Entities;

18 L. Make an accounting, as soon as practicable, of the Assets and financial condition  
19 of the receivership and file the accounting with the Court and deliver copies thereof to all parties;

20 M. Institute, compromise, adjust, appear in, intervene in, defend, dispose of, or  
21 otherwise become party to any legal action in state, federal or foreign courts or arbitration  
22 proceedings as the Receiver deems necessary and advisable to preserve or recover the Assets of  
23 the Receivership Entities, or to carry out the Receiver's mandate under this Order, including but  
24 not limited to, actions challenging fraudulent or voidable transfers;

25 N. Issue subpoenas to obtain Documents and records pertaining to the Receivership,  
26 and conduct discovery in this action on behalf of the receivership estate, in addition to obtaining  
27 other discovery as set forth in this Order;

1 O. Open one or more bank accounts at designated depositories for funds of the  
2 Receivership Entities. The Receiver will deposit all funds of the Receivership Entities in such  
3 designated accounts and will make all payments and disbursements from the receivership estate  
4 from such accounts. The Receiver will serve copies of monthly account statements on all  
5 parties;

6 P. Maintain accurate records of all receipts and expenditures incurred as Receiver;

7 Q. Allow the FTC's representatives, agents, and assistants, as well as  
8 Defendants' representatives and Defendants themselves, reasonable access to the premises of the  
9 Receivership Entities, or any other premises where the Receivership Entities conduct business.  
10 The purpose of this access will be to inspect and copy any and all books, records, Documents,  
11 accounts, and other property owned by, or in the possession of, the Receivership Entities or their  
12 agents. The Receiver will have the discretion to determine the time, manner, and reasonable  
13 conditions of such access;

14 R. Allow the FTC's representatives, agents, and assistants, as well as Defendants and  
15 their representatives reasonable access to all Documents in the possession, custody, or control of  
16 the Receivership Entities;

17 S. Cooperate with reasonable requests for information or assistance from any state or  
18 federal civil or criminal law enforcement agency;

19 T. Suspend business operations of the Receivership Entities if in the judgment of the  
20 Receiver such operations cannot be continued legally and profitably;

21 U. If the Receiver identifies a nonparty entity as a Receivership Entity, promptly  
22 notify the entity as well as the parties, and inform the entity that it can challenge the Receiver's  
23 determination by filing a motion with the Court. Provided, however, that the Receiver may delay  
24 providing such notice until the Receiver has established control of the nonparty entity and its  
25 Assets and records, if the Receiver determines that notice to the entity or the parties before the  
26 Receiver establishes control over the entity may result in the destruction of records, dissipation  
27 of Assets, or any other obstruction of the Receiver's control of the entity; and  
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1 V. If in the Receiver's judgment the business operations cannot be continued legally  
2 and profitably, take all steps necessary to ensure that any of the Receivership Entities' web pages  
3 or websites relating to the activities alleged in the Complaint cannot be accessed by the public, or  
4 are modified for consumer education and/or informational purposes, and take all steps necessary  
5 to ensure that any telephone numbers associated with the Receivership Entities cannot be  
6 accessed by the public, or are answered solely to provide consumer education or information  
7 regarding the status of operations.

8 **XVI. TRANSFER OF RECEIVERSHIP PROPERTY TO RECEIVER**

9 IT IS FURTHER ORDERED that Stipulating Defendants and any other person with  
10 possession, custody or control of property of, or records relating to, the Receivership Entities  
11 will, upon notice of this Order by personal service or otherwise, fully cooperate with and assist  
12 the Receiver in taking and maintaining possession, custody, or control of the Assets and  
13 Documents of the Receivership Entities and immediately transfer or deliver to the Receiver  
14 possession, custody, and control of, the following:

15 A. All Assets held by or for the benefit of the Receivership Entities;

16 B. All Documents or Assets associated with credits, debits, or charges made on  
17 behalf of any Receivership Entity, wherever situated, including reserve funds held by payment  
18 processors, credit card processors, merchant banks, acquiring banks, independent sales  
19 organizations, third party processors, payment gateways, insurance companies, or other entities;

20 C. All Documents of or pertaining to the Receivership Entities;

21 D. All computers, electronic devices, mobile devices and machines used to conduct  
22 the business of the Receivership Entities;

23 E. All Assets and Documents belonging to other persons or entities whose interests  
24 are under the direction, possession, custody, or control of the Receivership Entities; and

25 F. All keys, codes, user names and passwords necessary to gain or to secure access  
26 to any Assets or Documents of or pertaining to the Receivership Entities, including access to  
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1 their business premises, means of communication, accounts, computer systems (onsite and  
2 remote), Electronic Data Hosts, or other property.

3 In the event that any person or entity fails to deliver or transfer any Asset or Document,  
4 or otherwise fails to comply with any provision of this Section, the Receiver or any Stipulating  
5 Defendant may file an Affidavit of Non-Compliance regarding the failure and a motion seeking  
6 compliance or a contempt citation.

7 **XVII. PROVISION OF INFORMATION TO RECEIVER**

8 IT IS FURTHER ORDERED that Stipulating Defendants, if they have not already done  
9 so, will immediately provide to the Receiver:

10 A. A list of all Assets and accounts of the Receivership Entities that are held in any  
11 name other than the name of a Receivership Entity, or by any person or entity other than a  
12 Receivership Entity;

13 B. A list of all agents, employees, officers, attorneys, servants and those persons in  
14 active concert and participation with the Receivership Entities, or who have been associated or  
15 done business with the Receivership Entities; and

16 C. A description of any Documents covered by attorney-client privilege or attorney  
17 work product, including files where such Documents are likely to be located, authors or  
18 recipients of such Documents, and search terms likely to identify such electronic Documents.

19 **XVIII. COOPERATION WITH THE RECEIVER**

20 IT IS FURTHER ORDERED that Stipulating Defendants; Receivership Entities;  
21 Stipulating Defendants' or Receivership Entities' officers, agents, employees, and attorneys, all  
22 other persons in active concert or participation with any of them, and any other person with  
23 possession, custody, or control of property of or records relating to the Receivership Entities who  
24 receive actual notice of this Order will fully cooperate with and assist the Receiver. This  
25 cooperation and assistance will include, but is not limited to, providing information to the  
26 Receiver that the Receiver deems necessary to exercise the authority and discharge the  
27 responsibilities of the Receiver under this Order; providing any keys, codes, user names and  
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1 passwords required to access any computers, electronic devices, mobile devices, and machines  
2 (onsite or remotely) and any cloud account (including specific method to access account) or  
3 electronic file in any medium; advising all persons who owe money to any Receivership Entity  
4 that all debts should be paid directly to the Receiver; and transferring funds at the Receiver's  
5 direction and producing records related to the Assets and sales of the Receivership Entities.

6 **XIX. NON-INTERFERENCE WITH THE RECEIVER**

7 IT IS FURTHER ORDERED that Stipulating Defendants; Receivership Entities;  
8 Stipulating Defendants' or Receivership Entities' officers, agents, employees, attorneys, and all  
9 other persons in active concert or participation with any of them, who receive actual notice of  
10 this Order, and any other person served with a copy of this Order, are hereby restrained and  
11 enjoined from directly or indirectly:

12 A. Interfering with the Receiver's efforts to manage, or take custody, control, or  
13 possession of, the Assets or Documents subject to the receivership;

14 B. Transacting any of the business of the Receivership Entities;

15 C. Transferring, receiving, altering, selling, encumbering, pledging, assigning,  
16 liquidating, or otherwise disposing of any Assets owned, controlled, or in the possession or  
17 custody of, or in which an interest is held or claimed by, the Receivership Entities; or

18 D. Refusing to cooperate with the Receiver or the Receiver's duly authorized agents  
19 in the exercise of their duties or authority under any order of this Court.

20 **XX. STAY OF ACTIONS**

21 IT IS FURTHER ORDERED that, except by leave of this Court, during the pendency of  
22 the receivership ordered herein, Stipulating Defendants, Stipulating Defendants' officers, agents,  
23 employees, attorneys, and all other persons in active concert or participation with any of them,  
24 who receive actual notice of this Order, and their corporations, subsidiaries, divisions, or  
25 affiliates, and all investors, creditors, stockholders, lessors, customers and other persons seeking  
26 to establish or enforce any claim, right, or interest against or on behalf of Stipulating Defendants,  
27 and all others acting for or on behalf of such persons, are hereby enjoined from taking action that  
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1 would interfere with the exclusive jurisdiction of this Court over the Assets or Documents of the  
2 Receivership Entities, including, but not limited to:

3 A. Filing or assisting in the filing of a petition for relief under the Bankruptcy Code,  
4 11 U.S.C. § 101 *et seq.*, or of any similar insolvency proceeding on behalf of the Receivership  
5 Entities;

6 B. Commencing, prosecuting, or continuing a judicial, administrative, or other action  
7 or proceeding against the Receivership Entities, including the issuance or employment of process  
8 against the Receivership Entities, except that such actions may be commenced if necessary to toll  
9 any applicable statute of limitations;

10 C. Filing or enforcing any lien on any Asset of the Receivership Entities, taking or  
11 attempting to take possession, custody, or control of any Asset of the Receivership Entities; or  
12 attempting to foreclose, forfeit, alter, or terminate any interest in any Asset of the Receivership  
13 Entities, whether such acts are part of a judicial proceeding, are acts of self-help, or otherwise.

14 Provided, however, that this Order does not stay: (1) the commencement or continuation  
15 of a criminal action or proceeding; (2) the commencement or continuation of an action or  
16 proceeding by a governmental unit to enforce such governmental unit's police or regulatory  
17 power; or (3) the enforcement of a judgment, other than a money judgment, obtained in an action  
18 or proceeding by a governmental unit to enforce such governmental unit's police or regulatory  
19 power.

## 20 **XXI. COMPENSATION OF RECEIVER**

21 IT IS FURTHER ORDERED that the Receiver and all personnel hired by the Receiver as  
22 herein authorized, including counsel to the Receiver and accountants, are entitled to reasonable  
23 compensation for the performance of duties pursuant to this Order and for the cost of actual out-  
24 of-pocket expenses incurred by them, from the Assets now held by, in the possession or control  
25 of, or which may be received by, the Receivership Entities. The Receiver will file with the Court  
26 and serve on the parties periodic requests for the payment of such reasonable compensation, with  
27 the first such request filed no more than sixty (60) days after the date of entry of this Order. The  
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1 Receiver will not increase the hourly rates used as the bases for such fee applications without  
2 prior approval of the Court.

3 **XXII. RECEIVER'S BOND**

4 IT IS FURTHER ORDERED that the Receiver, if he has not already done so, will file  
5 with the Clerk of this Court a bond in the sum of ten thousand dollars (\$10,000) with sureties to  
6 be approved by the Court, conditioned that the Receiver will well and truly perform the duties of  
7 the office and abide by and perform all acts the Court directs. 28 U.S.C. § 754.

8 **XXIII. DISTRIBUTION OF ORDER BY DEFENDANTS**

9 IT IS FURTHER ORDERED that Stipulating Defendants, if they have not already done  
10 so, will immediately provide a copy of this Order to each affiliate, telemarketer, marketer, sales  
11 entity, successor, assign, member, officer, director, employee, agent, independent contractor,  
12 client, attorney, spouse, subsidiary, division, and representative of any Stipulating Defendant,  
13 and will, within ten (10) days from the date of entry of this Order, provide the FTC and the  
14 Receiver with a sworn statement that this provision of the Order has been satisfied, which  
15 statement will include the names, physical addresses, phone number, and email addresses of each  
16 such person or entity who received a copy of the Order. Furthermore, Stipulating Defendants  
17 will not take any action that would encourage officers, agents, members, directors, employees,  
18 salespersons, independent contractors, attorneys, subsidiaries, affiliates, successors, assigns or  
19 other persons or entities in active concert or participation with them to disregard this Order or  
20 believe that they are not bound by its provisions.

21 **XXIV. SERVICE OF THIS ORDER**

22 IT IS FURTHER ORDERED that copies of this Order may be served by any means,  
23 including facsimile transmission, electronic mail or other electronic messaging, personal or  
24 overnight delivery, U.S. Mail or FedEx, by agents and employees of the FTC, by any law  
25 enforcement agency, or by private process server, upon any Stipulating Defendant or any person  
26 (including any financial institution) that may have possession, custody or control of any Asset or  
27 Document of any Stipulating Defendant, or that may be subject to any provision of this Order  
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1 pursuant to Rule 65(d)(2) of the Federal Rules of Civil Procedure. For purposes of this Section,  
2 service upon any branch, subsidiary, affiliate or office of any entity will effect service upon the  
3 entire entity.

4 **XXV. CORRESPONDENCE AND SERVICE ON PLAINTIFF**

5 IT IS FURTHER ORDERED that, for the purpose of this Order, all correspondence and  
6 service of pleadings on the FTC will be addressed to:

7  
8 Roberta Tonelli  
9 Emily Burton  
10 Colin Hector  
11 Federal Trade Commission  
12 901 Market Street, Suite 570  
13 San Francisco, CA 94103  
14 Tel: (415) 848-5197, -5111, -5195  
15 Fax: (415) 848-5184  
16 Email: rtonelli@ftc.gov; eburton@ftc.gov; chector@ftc.gov

17 **XXVI. DURATION OF THE ORDER**

18 This Order, including the provisions of the Asset Freeze in Section VI of this Order, will  
19 expire upon entry of a final judgment in this case.

20 **XXVII. RETENTION OF JURISDICTION**

21 The Court retains jurisdiction of this matter for all purposes.  
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SO STIPULATED:

/s/ Roberta Diane Tonelli

ROBERTA DIANE TONELLI  
EMILY COPE BURTON  
COLIN A. HECTOR  
Federal Trade Commission  
901 Market Street, Suite 570  
San Francisco, CA 94103  
Email: rtonelli@ftc.gov  
eburton@ftc.gov, chector@ftc.gov  
Tel: (415) 848-5100  
Fax: (415) 848-5184

Attorneys for Plaintiff  
FEDERAL TRADE COMMISSION

/s/ Karl S. Kronenberger

KARL S. KRONENBERGER  
LIANA W. CHEN  
Kronenberger Rosenfeld, LLP  
150 Post Street, Suite 520  
San Francisco, CA 94108  
Email: karl@krinternetlaw.com  
Tel: (415) 955-1155

Attorneys for Defendants  
AH MEDIA GROUP, LLC  
HENRY BLOCK  
ALAN SCHILL  
and Relief Defendant  
ZANELO, LLC

**IT IS SO ORDERED.**

DATED: August 28, 2019



\_\_\_\_\_  
JAMES DONATO  
UNITED STATES DISTRICT JUDGE

# Attachment A

## Associated LLCs

**ATTACHMENT A**  
**ASSOCIATED LLCs**

KA KETTERLIN, LLC
AE HART, LLC
UNDERSTATED INVESTMENTS, LLC
JBE INVESTMENTS, LLC
ANS INVESTMENTS, LLC
SAM INVESTMENTS, LLC
ESM INVESTMENTS, LLC
MOOD INVESTMENTS, LLC
EEG INVESTMENTS, LLC
AMES INVESTMENTS, LLC
LAB INVESTMENTS, LLC
ELANN INVESTMENTS, LLC
KDUR INVESTMENTS, LLC
BEAN INVESTMENTS, LLC
PIAZ INVESTMENTS, LLC
AMB INVESTMENTS, LLC
KMD INVESTMENTS, LLC
CCB INVESTMENT, LLC
LE LIMITED, LLC
GALB INVESTMENTS, LLC
PYPER INVESTMENTS, LLC
PEEPS INVESTMENTS, LLC
SES INVESTMENTS, LLC
MADDY INVESTMENTS, LLC
CHAZ INVESTMENTS, LLC
LWA INVESTMENTS, LLC
SCW INVESTMENTS, LLC
KJA INVESTMENTS, LLC
MCH INVESTMENTS, LLC
TWP INVESTMENTS, LLC
COLETTE LIMITED, LLC
MPM HEALTH, LLC
GRL HEALTH, LLC
SW HEALTH, LLC
KGW HEALTH, LLC

HSK HEALTH, LLC
AAM HEALTH, LLC
BJM HEALTH, LLC
KJL HEALTH, LLC
AAH HEALTH, LLC
RWM HEALTH, LLC
LJL HEALTH, LLC
SMW HEALTH, LLC
BAS HEALTH, LLC
NMG HEALTH, LLC
GWV HEALTH, LLC
SWC HEALTH, LLC
TCO HEALTH, LLC
MBR HEALTH, LLC
MAG HEALTH, LLC
EMB HEALTH, LLC
JMD HEALTH, LLC
CBC HEALTH, LLC
CLM HEALTH, LLC
LAZ HEALTH, LLC
JMO HEALTH, LLC
ZB HEALTH, LLC
BS HEALTH, LLC
IIG HEALTH, LLC
BSB HEALTH, LLC
RAZ HEALTH, LLC
TCM HEALTH, LLC
KJW HEALTH, LLC
CAG HEALTH, LLC
ACCOLADE INDUSTRIES LLC
ALEJA VITAL BALANCE LLC
ALPHA AMC HEALTH LLC
ALPHA BRUDZE LLC
ALPHA JF HEALTH LLC
ALPHA STOUT LLC
ANGEL EYES HEALTH LLC
ANTIDOTE INDUSTRIES LLC
ARTFUL MEDIA LLC
BIRDMAN HEALTH SOLUTIONS LLC

BJB HEALTH LLC
BYZANTINE COMPANIES LLC
CACTUS ENTERPRISES LLC
CJC WELL BEING LLC
COGNIZANT LLC
DREAMY DAWN PRODUCTS LLC
IKAICA WELLNESS LLC
INTRICATE ENTERPRISES LLC
JADED EXCELLENCE LLC
JR COMPREHENSIVE SOLUTIONS LLC
KALANI HEALTH SOLUTIONS LLC
KLG HEALTH LLC
LA PUISSANCE HEALTH LLC
PERK HEALTH LLC
PICCO POWER SOLUTIONS LLC
PONTS CAPITAL LLC
RMD HEALTH LLC
SARAH'S REMEDIES LLC
SLOAN SIMPLE SOLUTIONS LLC
SMG INVESTMENTS LLC
SMK SOLUTIONS LLC
STEBO HEALTH SOLUTIONS LLC
STREET SMART RESTORATIVES LLC
TREMENDOUS TOTTON LLC
WILD COSMO ENTERPRISES LLC

# Attachment B

## Email Accounts

**ATTACHMENT B**  
**EMAIL ACCOUNTS**

- 1) All emails using the domain **@ahmediagroup.net**, including but not limited to the following:

ablock@ahmediagroup.net;  
alan@ahmediagroup.net;  
hblock@ahmediagroup.net;  
sara@ahmediagroup.net;  
vanessa@ahmediagroup.net

- 2) All emails using the domain **@zanelo.com**, including but not limited to the following:

alan@zanelo.com  
henry@zanelo.com  
shanya@zanelo.com

- 3) hblock55@aol.com
- 4) ahwildones@gmail.com
- 5) ibownerco@gmail.com
- 6) sarah.grauert@gmail.com

# Attachment C

Financial Statement of Individual Defendant

## FEDERAL TRADE COMMISSION

FINANCIAL STATEMENT OF INDIVIDUAL DEFENDANT

---

**Definitions and Instructions:**

1. Complete all items. Enter "None" or "N/A" ("Not Applicable") in the first field only of any item that does not apply to you. If you cannot fully answer a question, explain why.
2. "Dependents" include your spouse, live-in companion, dependent children, or any other person, whom you or your spouse (or your children's other parent) claimed or could have claimed as a dependent for tax purposes at any time during the past five years.
3. "Assets" and "Liabilities" include ALL assets and liabilities, located within the United States or any foreign country or territory, whether held individually or jointly and whether held by you, your spouse, or your dependents, or held by others for the benefit of you, your spouse, or your dependents.
4. Attach continuation pages as needed. On the financial statement, state next to the Item number that the Item is being continued. On the continuation page(s), identify the Item number(s) being continued.
5. Type or print legibly.
6. Initial each page in the space provided in the lower right corner.
7. Sign and date the completed financial statement on the last page.

**Penalty for False Information:**

Federal law provides that any person may be imprisoned for not more than five years, fined, or both, if such person:

(1) "in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or devise a material fact; makes any materially false, fictitious or fraudulent statement or representation; or makes or uses any false writing or document knowing the same to contain any materially false, fictitious or fraudulent statement or entry" (18 U.S.C. § 1001);

(2) "in any . . . statement under penalty of perjury as permitted under section 1746 of title 28, United States Code, willfully subscribes as true any material matter which he does not believe to be true" (18 U.S.C. § 1621); or

(3) "in any ( . . . statement under penalty of perjury as permitted under section 1746 of title 28, United States Code) in any proceeding before or ancillary to any court or grand jury of the United States knowingly makes any false material declaration or makes or uses any other information . . . knowing the same to contain any false material declaration" (18 U.S.C. § 1623).

For a felony conviction under the provisions cited above, federal law provides that the fine may be not more than the greater of (i) \$250,000 for an individual or \$500,000 for a corporation, or (ii) if the felony results in pecuniary gain to any person or pecuniary loss to any person other than the defendant, the greater of twice the gross gain or twice the gross loss. 18 U.S.C. § 3571.

**BACKGROUND INFORMATION****Item 1. Information About You**

Full Name	Social Security No.		
Current Address of Primary Residence	Driver's License No.		State Issued
	Phone Numbers Home: ( )	Date of Birth: / / (mm/dd/yyyy)	
	Fax: ( )	Place of Birth	
<input type="checkbox"/> Rent <input type="checkbox"/> Own From (Date): / / (mm/dd/yyyy)	E-Mail Address		
Internet Home Page			

**Previous Addresses for past five years** (if required, use additional pages at end of form)

Address	From: / / (mm/dd/yyyy)	Until: / / (mm/dd/yyyy)
	<input type="checkbox"/> Rent <input type="checkbox"/> Own	
Address	From: / /	Until: / /
	<input type="checkbox"/> Rent <input type="checkbox"/> Own	
Address	From: / /	Until: / /
	<input type="checkbox"/> Rent <input type="checkbox"/> Own	
Identify any other name(s) and/or social security number(s) you have used, and the time period(s) during which they were used:		

**Item 2. Information About Your Spouse or Live-In Companion**

Spouse/Companion's Name	Social Security No.	Date of Birth / / (mm/dd/yyyy)
Address (if different from yours)	Phone Number ( )	Place of Birth
	<input type="checkbox"/> Rent <input type="checkbox"/> Own From (Date): / / (mm/dd/yyyy)	
Identify any other name(s) and/or social security number(s) you have used, and the time period(s) during which they were used:		

Employer's Name and Address	Job Title	
	Years in Present Job	Annual Gross Salary/Wages \$

**Item 3. Information About Your Previous Spouse**

Name and Address	Social Security No.
	Date of Birth / / (mm/dd/yyyy)

**Item 4. Contact Information** (name and address of closest living relative other than your spouse)

Name and Address	Phone Number ( )
------------------	---------------------

Initials: \_\_\_\_\_

<b>Item 5. Information About Dependents</b> (whether or not they reside with you)		
Name and Address	Social Security No.	Date of Birth / / (mm/dd/yyyy)
	Relationship	
Name and Address	Social Security No.	Date of Birth / / (mm/dd/yyyy)
	Relationship	
Name and Address	Social Security No.	Date of Birth / / (mm/dd/yyyy)
	Relationship	
Name and Address	Social Security No.	Date of Birth / / (mm/dd/yyyy)
	Relationship	

**Item 6. Employment Information/Employment Income**  
 Provide the following information for this year-to-date and for each of the previous five full years, for each business entity of which you were a director, officer, member, partner, employee (including self-employment), agent, owner, shareholder, contractor, participant or consultant at any time during that period. "Income" includes, but is not limited to, any salary, commissions, distributions, draws, consulting fees, loans, loan payments, dividends, royalties, and benefits for which you did not pay (e.g., health insurance premiums, automobile lease or loan payments) received by you or anyone else on your behalf.

Company Name and Address	Dates Employed		Income Received: Y-T-D & 5 Prior Yrs.	
	From (Month/Year) /	To (Month/Year) /	Year	Income
Ownership Interest? <input type="checkbox"/> Yes <input type="checkbox"/> No			20	\$
Positions Held	/	/		\$
	/	/		\$
	/	/		\$
	/	/		\$
Company Name and Address	Dates Employed		Income Received: Y-T-D & 5 Prior Yrs.	
	From (Month/Year) /	To (Month/Year) /	Year	Income
Ownership Interest? <input type="checkbox"/> Yes <input type="checkbox"/> No			20	\$
Positions Held	/	/		\$
	/	/		\$
	/	/		\$
	/	/		\$
Company Name and Address	Dates Employed		Income Received: Y-T-D & 5 Prior Yrs.	
	From (Month/Year) /	To (Month/Year) /	Year	Income
Ownership Interest? <input type="checkbox"/> Yes <input type="checkbox"/> No			20	\$
Positions Held	/	/		\$
	/	/		\$
	/	/		\$
	/	/		\$

Initials: \_\_\_\_\_

**Item 7. Pending Lawsuits Filed By or Against You or Your Spouse**

List all pending lawsuits that have been filed by or against you or your spouse in any court or before an administrative agency in the United States or in any foreign country or territory. **Note:** At Item 12, list lawsuits that resulted in final judgments or settlements in your favor. At Item 21, list lawsuits that resulted in final judgments or settlements against you.

Caption of Proceeding	Court or Agency and Location	Case No.	Nature of Proceeding	Relief Requested	Status or Disposition

**Item 8. Safe Deposit Boxes**

List all safe deposit boxes, located within the United States or in any foreign country or territory, whether held individually or jointly and whether held by you, your spouse, or any of your dependents, or held by others for the benefit of you, your spouse, or any of your dependents.

Name of Owner(s)	Name & Address of Depository Institution	Box No.	Contents

Initials: \_\_\_\_\_

**FINANCIAL INFORMATION**

**REMINDER:** When an item asks for information regarding your “assets” and “liabilities” include ALL assets and liabilities, located within the United States or in any foreign country or territory, or institution, whether held individually or jointly, and whether held by you, your spouse, or any of your dependents, or held by others for the benefit of you, your spouse, or any of your dependents. In addition, provide all documents requested in Item 24 with your completed Financial Statement.

**ASSETS**

**Item 9. Cash, Bank, and Money Market Accounts**

List cash on hand (as opposed to cash in bank accounts or other financial accounts) and all bank accounts, money market accounts, or other financial accounts, including but not limited to checking accounts, savings accounts, and certificates of deposit. The term “cash on hand” includes but is not limited to cash in the form of currency, uncashed checks, and money orders.

a. Amount of Cash on Hand \$		Form of Cash on Hand	
b. Name on Account	Name & Address of Financial Institution	Account No.	Current Balance
			\$
			\$
			\$
			\$
			\$

**Item 10. Publicly Traded Securities**

List all publicly traded securities, including but not limited to, stocks, stock options, corporate bonds, mutual funds, U.S. government securities (including but not limited to treasury bills and treasury notes), and state and municipal bonds. Also list any U.S. savings bonds.

Owner of Security	Issuer	Type of Security	No. of Units Owned
Broker House, Address	Broker Account No.		
	Current Fair Market Value \$	Loan(s) Against Security \$	
Owner of Security	Issuer	Type of Security	No. of Units Owned
Broker House, Address	Broker Account No.		
	Current Fair Market Value \$	Loan(s) Against Security \$	
Owner of Security	Issuer	Type of Security	No. of Units Owned
Broker House, Address	Broker Account No.		
	Current Fair Market Value \$	Loan(s) Against Security \$	

Initials: \_\_\_\_\_

**Item 11. Non-Public Business and Financial Interests**

List all non-public business and financial interests, including but not limited to any interest in a non-public corporation, subchapter-S corporation, limited liability corporation ("LLC"), general or limited partnership, joint venture, sole proprietorship, international business corporation or personal investment corporation, and oil or mineral lease.

Entity's Name & Address	Type of Business or Financial Interest (e.g., LLC, partnership)	Owner (e.g., self, spouse)	Ownership %	If Officer, Director, Member or Partner, Exact Title

**Item 12. Amounts Owed to You, Your Spouse, or Your Dependents**

Debtor's Name & Address	Date Obligation Incurred (Month/Year) /	Original Amount Owed \$	Nature of Obligation (if the result of a final court judgment or settlement, provide court name and docket number)
	Current Amount Owed \$	Payment Schedule \$	
Debtor's Telephone	Debtor's Relationship to You		
Debtor's Name & Address	Date Obligation Incurred (Month/Year) /	Original Amount Owed \$	Nature of Obligation (if the result of a final court judgment or settlement, provide court name and docket number)
	Current Amount Owed \$	Payment Schedule \$	
Debtor's Telephone	Debtor's Relationship to You		

**Item 13. Life Insurance Policies**

List all life insurance policies (including endowment policies) with any cash surrender value.

Insurance Company's Name, Address, & Telephone No.	Beneficiary	Policy No.	Face Value \$
	Insured	Loans Against Policy \$	Surrender Value \$
Insurance Company's Name, Address, & Telephone No.	Beneficiary	Policy No.	Face Value \$
	Insured	Loans Against Policy \$	Surrender Value \$

**Item 14. Deferred Income Arrangements**

List all deferred income arrangements, including but not limited to, deferred annuities, pensions plans, profit-sharing plans, 401(k) plans, IRAs, Keoghs, other retirement accounts, and college savings plans (e.g., 529 Plans).

Trustee or Administrator's Name, Address & Telephone No.	Name on Account		Account No.
	Date Established / / (mm/dd/yyyy)	Type of Plan	Surrender Value before Taxes and Penalties \$
Trustee or Administrator's Name, Address & Telephone No.	Name on Account		Account No.
	Date Established / /	Type of Plan	Surrender Value before Taxes and Penalties \$

Initials: \_\_\_\_\_

**Item 15. Pending Insurance Payments or Inheritances**

List any pending insurance payments or inheritances owed to you.

Type	Amount Expected	Date Expected (mm/dd/yyyy)
	\$	/ /
	\$	/ /
	\$	/ /

**Item 16. Vehicles**

List all cars, trucks, motorcycles, boats, airplanes, and other vehicles.

Vehicle Type	Year	Registered Owner's Name	Purchase Price \$	Original Loan Amount \$	Current Balance \$
Make		Registration State & No.	Account/Loan No.	Current Value \$	Monthly Payment \$
Model		Address of Vehicle's Location	Lender's Name and Address		
Vehicle Type	Year	Registered Owner's Name	Purchase Price \$	Original Loan Amount \$	Current Balance \$
Make		Registration State & No.	Account/Loan No.	Current Value \$	Monthly Payment \$
Model		Address of Vehicle's Location	Lender's Name and Address		
Vehicle Type	Year	Registered Owner's Name	Purchase Price \$	Original Loan Amount \$	Current Balance \$
Make		Registration State & No.	Account/Loan No.	Current Value \$	Monthly Payment \$
Model		Address of Vehicle's Location	Lender's Name and Address		
Vehicle Type	Year	Registered Owner's Name	Purchase Price \$	Original Loan Amount \$	Current Balance \$
Make		Registration State & No.	Account/Loan No.	Current Value \$	Monthly Payment \$
Model		Address of Vehicle's Location	Lender's Name and Address		
Vehicle Type	Year	Registered Owner's Name	Purchase Price \$	Original Loan Amount \$	Current Balance \$
Make		Registration State & No.	Account/Loan No.	Current Value \$	Monthly Payment \$
Model		Address of Vehicle's Location	Lender's Name and Address		

**Item 17. Other Personal Property**

List all other personal property not listed in Items 9-16 by category, whether held for personal use, investment or any other reason, including but not limited to coins, stamps, artwork, gemstones, jewelry, bullion, other collectibles, copyrights, patents, and other intellectual property.

Property Category (e.g., artwork, jewelry)	Name of Owner	Property Location	Acquisition Cost	Current Value
			\$	\$
			\$	\$
			\$	\$

Initials: \_\_\_\_\_

<b>Item 18. Real Property</b>			
List all real property interests (including any land contract)			
Property's Location	Type of Property	Name(s) on Title or Contract and Ownership Percentages	
Acquisition Date (mm/dd/yyyy) / /	Purchase Price \$	Current Value \$	Basis of Valuation
Lender's Name and Address		Loan or Account No.	Current Balance On First Mortgage or Contract \$
			Monthly Payment \$
Other Mortgage Loan(s) (describe)		Monthly Payment \$	<input type="checkbox"/> Rental Unit Monthly Rent Received \$
		Current Balance \$	
Property's Location	Type of Property	Name(s) on Title or Contract and Ownership Percentages	
Acquisition Date (mm/dd/yyyy) / /	Purchase Price \$	Current Value \$	Basis of Valuation
Lender's Name and Address		Loan or Account No.	Current Balance On First Mortgage or Contract \$
			Monthly Payment \$
Other Mortgage Loan(s) (describe)		Monthly Payment \$	<input type="checkbox"/> Rental Unit Monthly Rent Received \$
		Current Balance \$	

**LIABILITIES**

<b>Item 19. Credit Cards</b>			
List each credit card account held by you, your spouse, or your dependents, and any other credit cards that you, your spouse, or your dependents use, whether issued by a United States or foreign financial institution.			
Name of Credit Card (e.g., Visa, MasterCard, Department Store)	Account No.	Name(s) on Account	Current Balance
			\$
			\$
			\$
			\$
			\$

<b>Item 20. Taxes Payable</b>		
List all taxes, such as income taxes or real estate taxes, owed by you, your spouse, or your dependents.		
Type of Tax	Amount Owed	Year Incurred
	\$	
	\$	
	\$	

Initials: \_\_\_\_\_

**Item 21. Other Amounts Owed by You, Your Spouse, or Your Dependents**

List all other amounts, not listed elsewhere in this financial statement, owed by you, your spouse, or your dependents.

Lender/Creditor's Name, Address, and Telephone No.		Nature of Debt (if the result of a court judgment or settlement, provide court name and docket number)	
		Lender/Creditor's Relationship to You	
Date Liability Was Incurred / / (mm/dd/yyyy)	Original Amount Owed \$	Current Amount Owed \$	Payment Schedule
Lender/Creditor's Name, Address, and Telephone No.		Nature of Debt (if the result of a court judgment or settlement, provide court name and docket number)	
		Lender/Creditor's Relationship to You	
Date Liability Was Incurred / / (mm/dd/yyyy)	Original Amount Owed \$	Current Amount Owed \$	Payment Schedule

**OTHER FINANCIAL INFORMATION**

**Item 22. Trusts and Escrows**

List all funds and other assets that are being held in trust or escrow by any person or entity for you, your spouse, or your dependents. Include any legal retainers being held on your behalf by legal counsel. Also list all funds or other assets that are being held in trust or escrow by you, your spouse, or your dependents, for any person or entity.

Trustee or Escrow Agent's Name & Address	Date Established (mm/dd/yyyy)	Grantor	Beneficiaries	Present Market Value of Assets*
	/ /			\$
	/ /			\$
	/ /			\$

\*If the market value of any asset is unknown, describe the asset and state its cost, if you know it.

**Item 23. Transfers of Assets**

List each person or entity to whom you have transferred, in the aggregate, more than \$5,000 in funds or other assets during the previous five years by loan, gift, sale, or other transfer (exclude ordinary and necessary living and business expenses paid to unrelated third parties). For each such person or entity, state the total amount transferred during that period.

Transferee's Name, Address, & Relationship	Property Transferred	Aggregate Value*	Transfer Date (mm/dd/yyyy)	Type of Transfer (e.g., Loan, Gift)
		\$	/ /	
		\$	/ /	
		\$	/ /	

\*If the market value of any asset is unknown, describe the asset and state its cost, if you know it.

Initials: \_\_\_\_\_

**Item 24. Document Requests**

Provide copies of the following documents with your completed Financial Statement.

	Federal tax returns filed during the last three years by or on behalf of you, your spouse, or your dependents.
	All applications for bank loans or other extensions of credit (other than credit cards) that you, your spouse, or your dependents have submitted within the last two years, including by obtaining copies from lenders if necessary.
Item 9	For each bank account listed in Item 9, all account statements for the past 3 years.
Item 11	For each business entity listed in Item 11, provide (including by causing to be generated from accounting records) the most recent balance sheet, tax return, annual income statement, the most recent year-to-date income statement, and all general ledger files from account records.
Item 17	All appraisals that have been prepared for any property listed in Item 17, including appraisals done for insurance purposes. You may exclude any category of property where the total appraised value of all property in that category is less than \$2,000.
Item 18	All appraisals that have been prepared for real property listed in Item 18.
Item 21	Documentation for all debts listed in Item 21.
Item 22	All executed documents for any trust or escrow listed in Item 22. Also provide any appraisals, including insurance appraisals that have been done for any assets held by any such trust or in any such escrow.

**SUMMARY FINANCIAL SCHEDULES****Item 25. Combined Balance Sheet for You, Your Spouse, and Your Dependents**

Assets		Liabilities	
Cash on Hand (Item 9)	\$	Loans Against Publicly Traded Securities (Item 10)	\$
Funds Held in Financial Institutions (Item 9)	\$	Vehicles - Liens (Item 16)	\$
U.S. Government Securities (Item 10)	\$	Real Property – Encumbrances (Item 18)	\$
Publicly Traded Securities (Item 10)	\$	Credit Cards (Item 19)	\$
Non-Public Business and Financial Interests (Item 11)	\$	Taxes Payable (Item 20)	\$
Amounts Owed to You (Item 12)	\$	Amounts Owed by You (Item 21)	\$
Life Insurance Policies (Item 13)	\$	<b>Other Liabilities (Itemize)</b>	
Deferred Income Arrangements (Item 14)	\$		\$
Vehicles (Item 16)	\$		\$
Other Personal Property (Item 17)	\$		\$
Real Property (Item 18)	\$		\$
<b>Other Assets (Itemize)</b>			\$
	\$		\$
	\$		\$
	\$		\$
<b>Total Assets</b>	\$	<b>Total Liabilities</b>	\$

**Item 26. Combined Current Monthly Income and Expenses for You, Your Spouse, and Your Dependents**

Provide the current monthly income and expenses for you, your spouse, and your dependents. Do not include credit card payments separately; rather, include credit card expenditures in the appropriate categories.

Income (State source of each item)		Expenses	
Salary - After Taxes Source:	\$	Mortgage or Rental Payments for Residence(s)	\$
Fees, Commissions, and Royalties Source:	\$	Property Taxes for Residence(s)	\$
Interest Source:	\$	Rental Property Expenses, Including Mortgage Payments, Taxes, and Insurance	\$
Dividends and Capital Gains Source:	\$	Car or Other Vehicle Lease or Loan Payments	\$
Gross Rental Income Source:	\$	Food Expenses	\$
Profits from Sole Proprietorships Source:	\$	Clothing Expenses	\$
Distributions from Partnerships, S-Corporations, and LLCs Source:	\$	Utilities	\$

Initials: \_\_\_\_\_

<b>Item 26. Combined Current Monthly Income and Expenses for You, Your Spouse, and Your Dependents (cont.)</b>			
Distributions from Trusts and Estates Source:	\$	Medical Expenses, Including Insurance	\$
Distributions from Deferred Income Arrangements Source:	\$	Other Insurance Premiums	\$
Social Security Payments	\$	Other Transportation Expenses	\$
Alimony/Child Support Received	\$	<b>Other Expenses (Itemize)</b>	
Gambling Income	\$		\$
<b>Other Income (Itemize)</b>			\$
	\$		\$
	\$		\$
	\$		\$
<b>Total Income</b>	\$	<b>Total Expenses</b>	\$

**ATTACHMENTS**

**Item 27. Documents Attached to this Financial Statement**

List all documents that are being submitted with this financial statement. For any Item 24 documents that are not attached, explain why.

Item No. Document Relates To	Description of Document

I am submitting this financial statement with the understanding that it may affect action by the Federal Trade Commission or a federal court. I have used my best efforts to obtain the information requested in this statement. The responses I have provided to the items above are true and contain all the requested facts and information of which I have notice or knowledge. I have provided all requested documents in my custody, possession, or control. I know of the penalties for false statements under 18 U.S.C. § 1001, 18 U.S.C. § 1621, and 18 U.S.C. § 1623 (five years imprisonment and/or fines). I certify under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on:

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Signature

# Attachment D

Financial Statement of Corporate Defendant

FEDERAL TRADE COMMISSION

FINANCIAL STATEMENT OF CORPORATE DEFENDANT

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**Instructions:**

1. Complete all items. Enter “None” or “N/A” (“Not Applicable”) where appropriate. If you cannot fully answer a question, explain why.
2. The font size within each field will adjust automatically as you type to accommodate longer responses.
3. In completing this financial statement, “the corporation” refers not only to this corporation but also to each of its predecessors that are not named defendants in this action.
4. When an Item asks for information about assets or liabilities “held by the corporation,” include ALL such assets and liabilities, located within the United States or elsewhere, held by the corporation or held by others for the benefit of the corporation.
5. Attach continuation pages as needed. On the financial statement, state next to the Item number that the Item is being continued. On the continuation page(s), identify the Item number being continued.
6. Type or print legibly.
7. An officer of the corporation must sign and date the completed financial statement on the last page and initial each page in the space provided in the lower right corner.

**Penalty for False Information:**

Federal law provides that any person may be imprisoned for not more than five years, fined, or both, if such person:

- (1) “in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry” (18 U.S.C. § 1001);
- (2) “in any . . . statement under penalty of perjury as permitted under section 1746 of title 28, United States Code, willfully subscribes as true any material matter which he does not believe to be true” (18 U.S.C. § 1621); or
- (3) “in any (. . . statement under penalty of perjury as permitted under section 1746 of title 28, United States Code) in any proceeding before or ancillary to any court or grand jury of the United States knowingly makes any false material declaration or makes or uses any other information . . . knowing the same to contain any false material declaration.” (18 U.S.C. § 1623)

For a felony conviction under the provisions cited above, federal law provides that the fine may be not more than the greater of (i) \$250,000 for an individual or \$500,000 for a corporation, or (ii) if the felony results in pecuniary gain to any person or pecuniary loss to any person other than the defendant, the greater of twice the gross gain or twice the gross loss. 18 U.S.C. § 3571.

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**BACKGROUND INFORMATION**

**Item 1. General Information**

Corporation's Full Name \_\_\_\_\_

Primary Business Address \_\_\_\_\_ From (Date) \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-Mail Address \_\_\_\_\_ Internet Home Page \_\_\_\_\_

All other current addresses & previous addresses for past five years, including post office boxes and mail drops:

Address \_\_\_\_\_ From/Until \_\_\_\_\_

Address \_\_\_\_\_ From/Until \_\_\_\_\_

Address \_\_\_\_\_ From/Until \_\_\_\_\_

All predecessor companies for past five years:

Name & Address \_\_\_\_\_ From/Until \_\_\_\_\_

Name & Address \_\_\_\_\_ From/Until \_\_\_\_\_

Name & Address \_\_\_\_\_ From/Until \_\_\_\_\_

**Item 2. Legal Information**

Federal Taxpayer ID No. \_\_\_\_\_ State & Date of Incorporation \_\_\_\_\_

State Tax ID No. \_\_\_\_\_ State \_\_\_\_\_ Profit or Not For Profit \_\_\_\_\_

Corporation's Present Status: Active \_\_\_\_\_ Inactive \_\_\_\_\_ Dissolved \_\_\_\_\_

If Dissolved: Date dissolved \_\_\_\_\_ By Whom \_\_\_\_\_

Reasons \_\_\_\_\_

Fiscal Year-End (Mo./Day) \_\_\_\_\_ Corporation's Business Activities \_\_\_\_\_

**Item 3. Registered Agent**

Name of Registered Agent \_\_\_\_\_

Address \_\_\_\_\_ Telephone No. \_\_\_\_\_

**Item 4. Principal Stockholders**

List all persons and entities that own at least 5% of the corporation's stock.

<u>Name &amp; Address</u>	<u>% Owned</u>
_____	_____
_____	_____
_____	_____
_____	_____

**Item 5. Board Members**

List all members of the corporation's Board of Directors.

<u>Name &amp; Address</u>	<u>% Owned</u>	<u>Term (From/Until)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Item 6. Officers**

List all of the corporation's officers, including *de facto* officers (individuals with significant management responsibility whose titles do not reflect the nature of their positions).

<u>Name &amp; Address</u>	<u>% Owned</u>
_____	_____
_____	_____
_____	_____
_____	_____

**Item 7. Businesses Related to the Corporation**

List all corporations, partnerships, and other business entities in which this corporation has an ownership interest.

<u>Name &amp; Address</u>	<u>Business Activities</u>	<u>% Owned</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

State which of these businesses, if any, has ever transacted business with the corporation \_\_\_\_\_

**Item 8. Businesses Related to Individuals**

List all corporations, partnerships, and other business entities in which the corporation’s principal stockholders, board members, or officers (i.e., the individuals listed in Items 4 - 6 above) have an ownership interest.

<u>Individual’s Name</u>	<u>Business Name &amp; Address</u>	<u>Business Activities</u>	<u>% Owned</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

State which of these businesses, if any, have ever transacted business with the corporation \_\_\_\_\_

**Item 9. Related Individuals**

List all related individuals with whom the corporation has had any business transactions during the three previous fiscal years and current fiscal year-to-date. A “related individual” is a spouse, sibling, parent, or child of the principal stockholders, board members, and officers (i.e., the individuals listed in Items 4 - 6 above).

<u>Name and Address</u>	<u>Relationship</u>	<u>Business Activities</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Item 10. Outside Accountants**

List all outside accountants retained by the corporation during the last three years.

<u>Name</u>	<u>Firm Name</u>	<u>Address</u>	<u>CPA/PA?</u>

**Item 11. Corporation's Recordkeeping**

List all individuals within the corporation with responsibility for keeping the corporation's financial books and records for the last three years.

<u>Name, Address, &amp; Telephone Number</u>	<u>Position(s) Held</u>

**Item 12. Attorneys**

List all attorneys retained by the corporation during the last three years.

<u>Name</u>	<u>Firm Name</u>	<u>Address</u>

**Item 13. Pending Lawsuits Filed by the Corporation**

List all pending lawsuits that have been filed by the corporation in court or before an administrative agency. (List lawsuits that resulted in final judgments or settlements in favor of the corporation in Item 25).

Opposing Party's Name & Address \_\_\_\_\_

Court's Name & Address \_\_\_\_\_

Docket No. \_\_\_\_\_ Relief Requested \_\_\_\_\_ Nature of Lawsuit \_\_\_\_\_

\_\_\_\_\_ Status \_\_\_\_\_

Opposing Party's Name & Address \_\_\_\_\_

Court's Name & Address \_\_\_\_\_

Docket No. \_\_\_\_\_ Relief Requested \_\_\_\_\_ Nature of Lawsuit \_\_\_\_\_

\_\_\_\_\_ Status \_\_\_\_\_

Opposing Party's Name & Address \_\_\_\_\_

Court's Name & Address \_\_\_\_\_

Docket No. \_\_\_\_\_ Relief Requested \_\_\_\_\_ Nature of Lawsuit \_\_\_\_\_

\_\_\_\_\_ Status \_\_\_\_\_

Opposing Party's Name & Address \_\_\_\_\_

Court's Name & Address \_\_\_\_\_

Docket No. \_\_\_\_\_ Relief Requested \_\_\_\_\_ Nature of Lawsuit \_\_\_\_\_

\_\_\_\_\_ Status \_\_\_\_\_

Opposing Party's Name & Address \_\_\_\_\_

Court's Name & Address \_\_\_\_\_

Docket No. \_\_\_\_\_ Relief Requested \_\_\_\_\_ Nature of Lawsuit \_\_\_\_\_

\_\_\_\_\_ Status \_\_\_\_\_

Opposing Party's Name & Address \_\_\_\_\_

Court's Name & Address \_\_\_\_\_

Docket No. \_\_\_\_\_ Relief Requested \_\_\_\_\_ Nature of Lawsuit \_\_\_\_\_

\_\_\_\_\_ Status \_\_\_\_\_

**Item 14. Current Lawsuits Filed Against the Corporation**

List all pending lawsuits that have been filed against the corporation in court or before an administrative agency. (List lawsuits that resulted in final judgments, settlements, or orders in Items 26 - 27).

Opposing Party's Name & Address \_\_\_\_\_

Court's Name & Address \_\_\_\_\_

Docket No. \_\_\_\_\_ Relief Requested \_\_\_\_\_ Nature of Lawsuit \_\_\_\_\_

\_\_\_\_\_ Status \_\_\_\_\_

Opposing Party's Name & Address \_\_\_\_\_

Court's Name & Address \_\_\_\_\_

Docket No. \_\_\_\_\_ Relief Requested \_\_\_\_\_ Nature of Lawsuit \_\_\_\_\_

\_\_\_\_\_ Status \_\_\_\_\_

Opposing Party's Name & Address \_\_\_\_\_

Court's Name & Address \_\_\_\_\_

Docket No. \_\_\_\_\_ Relief Requested \_\_\_\_\_ Nature of Lawsuit \_\_\_\_\_

\_\_\_\_\_ Status \_\_\_\_\_

Opposing Party's Name & Address \_\_\_\_\_

Court's Name & Address \_\_\_\_\_

Docket No. \_\_\_\_\_ Relief Requested \_\_\_\_\_ Nature of Lawsuit \_\_\_\_\_

\_\_\_\_\_ Status \_\_\_\_\_

Opposing Party's Name & Address \_\_\_\_\_

Court's Name & Address \_\_\_\_\_

Docket No. \_\_\_\_\_ Relief Requested \_\_\_\_\_ Nature of Lawsuit \_\_\_\_\_

\_\_\_\_\_ Status \_\_\_\_\_

Opposing Party's Name & Address \_\_\_\_\_

Court's Name & Address \_\_\_\_\_

Docket No. \_\_\_\_\_ Relief Requested \_\_\_\_\_ Nature of Lawsuit \_\_\_\_\_

\_\_\_\_\_ Status \_\_\_\_\_

**Item 15. Bankruptcy Information**

List all state insolvency and federal bankruptcy proceedings involving the corporation.

Commencement Date \_\_\_\_\_ Termination Date \_\_\_\_\_ Docket No. \_\_\_\_\_

If State Court: Court & County \_\_\_\_\_ If Federal Court: District \_\_\_\_\_

Disposition \_\_\_\_\_

**Item 16. Safe Deposit Boxes**

List all safe deposit boxes, located within the United States or elsewhere, held by the corporation, or held by others for the benefit of the corporation. *On a separate page, describe the contents of each box.*

<u>Owner's Name</u>	<u>Name &amp; Address of Depository Institution</u>	<u>Box No.</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**FINANCIAL INFORMATION**

**REMINDER:** When an Item asks for information about assets or liabilities “held by the corporation,” include **ALL** such assets and liabilities, located within the United States or elsewhere, held by the corporation or held by others for the benefit of the corporation.

**Item 17. Tax Returns**

List all federal and state corporate tax returns filed for the last three complete fiscal years. *Attach copies of all returns.*

<u>Federal/ State/Both</u>	<u>Tax Year</u>	<u>Tax Due Federal</u>	<u>Tax Paid Federal</u>	<u>Tax Due State</u>	<u>Tax Paid State</u>	<u>Preparer's Name</u>
_____	_____	\$ _____	\$ _____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	\$ _____	\$ _____	_____

**Item 18. Financial Statements**

List all financial statements that were prepared for the corporation's last three complete fiscal years and for the current fiscal year-to-date. *Attach copies of all statements, providing audited statements if available.*

<u>Year</u>	<u>Balance Sheet</u>	<u>Profit &amp; Loss Statement</u>	<u>Cash Flow Statement</u>	<u>Changes in Owner's Equity</u>	<u>Audited?</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

**Item 19. Financial Summary**

For each of the last three complete fiscal years and for the current fiscal year-to-date for which the corporation has not provided a profit and loss statement in accordance with Item 18 above, provide the following summary financial information.

	<u>Current Year-to-Date</u>	<u>1 Year Ago</u>	<u>2 Years Ago</u>	<u>3 Years Ago</u>
<u>Gross Revenue</u>	\$ _____	\$ _____	\$ _____	\$ _____
<u>Expenses</u>	\$ _____	\$ _____	\$ _____	\$ _____
<u>Net Profit After Taxes</u>	\$ _____	\$ _____	\$ _____	\$ _____
<u>Payables</u>	\$ _____			
<u>Receivables</u>	\$ _____			

**Item 20. Cash, Bank, and Money Market Accounts**

List cash and all bank and money market accounts, including but not limited to, checking accounts, savings accounts, and certificates of deposit, held by the corporation. The term "cash" includes currency and uncashed checks.

Cash on Hand \$ \_\_\_\_\_ Cash Held for the Corporation's Benefit \$ \_\_\_\_\_

<u>Name &amp; Address of Financial Institution</u>	<u>Signator(s) on Account</u>	<u>Account No.</u>	<u>Current Balance</u>
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____

**Item 21. Government Obligations and Publicly Traded Securities**

List all U.S. Government obligations, including but not limited to, savings bonds, treasury bills, or treasury notes, held by the corporation. Also list all publicly traded securities, including but not limited to, stocks, stock options, registered and bearer bonds, state and municipal bonds, and mutual funds, held by the corporation.

Issuer \_\_\_\_\_ Type of Security/Obligation \_\_\_\_\_

No. of Units Owned \_\_\_\_\_ Current Fair Market Value \$ \_\_\_\_\_ Maturity Date \_\_\_\_\_

Issuer \_\_\_\_\_ Type of Security/Obligation \_\_\_\_\_

No. of Units Owned \_\_\_\_\_ Current Fair Market Value \$ \_\_\_\_\_ Maturity Date \_\_\_\_\_

**Item 22. Real Estate**

List all real estate, including leaseholds in excess of five years, held by the corporation.

Type of Property \_\_\_\_\_ Property's Location \_\_\_\_\_

Name(s) on Title and Ownership Percentages \_\_\_\_\_

Current Value \$ \_\_\_\_\_ Loan or Account No. \_\_\_\_\_

Lender's Name and Address \_\_\_\_\_

Current Balance On First Mortgage \$ \_\_\_\_\_ Monthly Payment \$ \_\_\_\_\_

Other Loan(s) (describe) \_\_\_\_\_ Current Balance \$ \_\_\_\_\_

Monthly Payment \$ \_\_\_\_\_ Rental Unit? \_\_\_\_\_ Monthly Rent Received \$ \_\_\_\_\_

Type of Property \_\_\_\_\_ Property's Location \_\_\_\_\_

Name(s) on Title and Ownership Percentages \_\_\_\_\_

Current Value \$ \_\_\_\_\_ Loan or Account No. \_\_\_\_\_

Lender's Name and Address \_\_\_\_\_

Current Balance On First Mortgage \$ \_\_\_\_\_ Monthly Payment \$ \_\_\_\_\_

Other Loan(s) (describe) \_\_\_\_\_ Current Balance \$ \_\_\_\_\_

Monthly Payment \$ \_\_\_\_\_ Rental Unit? \_\_\_\_\_ Monthly Rent Received \$ \_\_\_\_\_

**Item 23. Other Assets**

List all other property, by category, with an estimated value of \$2,500 or more, held by the corporation, including but not limited to, inventory, machinery, equipment, furniture, vehicles, customer lists, computer software, patents, and other intellectual property.

<u>Property Category</u>	<u>Property Location</u>	<u>Acquisition Cost</u>	<u>Current Value</u>
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____

**Item 24. Trusts and Escrows**

List all persons and other entities holding funds or other assets that are in escrow or in trust for the corporation.

<u>Trustee or Escrow Agent's Name &amp; Address</u>	<u>Description and Location of Assets</u>	<u>Present Market Value of Assets</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

**Item 25. Monetary Judgments and Settlements Owed To the Corporation**

List all monetary judgments and settlements, recorded and unrecorded, owed to the corporation.

Opposing Party's Name & Address \_\_\_\_\_

Court's Name & Address \_\_\_\_\_ Docket No. \_\_\_\_\_

Nature of Lawsuit \_\_\_\_\_ Date of Judgment \_\_\_\_\_ Amount \$ \_\_\_\_\_

Opposing Party's Name & Address \_\_\_\_\_

Court's Name & Address \_\_\_\_\_ Docket No. \_\_\_\_\_

Nature of Lawsuit \_\_\_\_\_ Date of Judgment \_\_\_\_\_ Amount \$ \_\_\_\_\_

**Item 26. Monetary Judgments and Settlements Owed By the Corporation**

List all monetary judgments and settlements, recorded and unrecorded, owed by the corporation.

Opposing Party's Name & Address \_\_\_\_\_

Court's Name & Address \_\_\_\_\_ Docket No. \_\_\_\_\_

Nature of Lawsuit \_\_\_\_\_ Date \_\_\_\_\_ Amount \$ \_\_\_\_\_

Opposing Party's Name & Address \_\_\_\_\_

Court's Name & Address \_\_\_\_\_ Docket No. \_\_\_\_\_

Nature of Lawsuit \_\_\_\_\_ Date of Judgment \_\_\_\_\_ Amount \$ \_\_\_\_\_

Opposing Party's Name & Address \_\_\_\_\_

Court's Name & Address \_\_\_\_\_ Docket No. \_\_\_\_\_

Nature of Lawsuit \_\_\_\_\_ Date of Judgment \_\_\_\_\_ Amount \$ \_\_\_\_\_

Opposing Party's Name & Address \_\_\_\_\_

Court's Name & Address \_\_\_\_\_ Docket No. \_\_\_\_\_

Nature of Lawsuit \_\_\_\_\_ Date of Judgment \_\_\_\_\_ Amount \$ \_\_\_\_\_

Opposing Party's Name & Address \_\_\_\_\_

Court's Name & Address \_\_\_\_\_ Docket No. \_\_\_\_\_

Nature of Lawsuit \_\_\_\_\_ Date of Judgment \_\_\_\_\_ Amount \$ \_\_\_\_\_

**Item 27. Government Orders and Settlements**

List all existing orders and settlements between the corporation and any federal or state government entities.

Name of Agency \_\_\_\_\_ Contact Person \_\_\_\_\_  
 Address \_\_\_\_\_ Telephone No. \_\_\_\_\_  
 Agreement Date \_\_\_\_\_ Nature of Agreement \_\_\_\_\_

**Item 28. Credit Cards**

List all of the corporation's credit cards and store charge accounts and the individuals authorized to use them.

<u>Name of Credit Card or Store</u>	<u>Names of Authorized Users and Positions Held</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**Item 29. Compensation of Employees**

List all compensation and other benefits received from the corporation by the five most highly compensated employees, independent contractors, and consultants (other than those individuals listed in Items 5 and 6 above), for the two previous fiscal years and current fiscal year-to-date. "Compensation" includes, but is not limited to, salaries, commissions, consulting fees, bonuses, dividends, distributions, royalties, pensions, and profit sharing plans. "Other benefits" include, but are not limited to, loans, loan payments, rent, car payments, and insurance premiums, whether paid directly to the individuals, or paid to others on their behalf.

<u>Name/Position</u>	<u>Current Fiscal Year-to-Date</u>	<u>1 Year Ago</u>	<u>2 Years Ago</u>	<u>Compensation or Type of Benefits</u>
_____	\$ _____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	\$ _____	_____

**Item 30. Compensation of Board Members and Officers**

List all compensation and other benefits received from the corporation by each person listed in Items 5 and 6, for the current fiscal year-to-date and the two previous fiscal years. "Compensation" includes, but is not limited to, salaries, commissions, consulting fees, dividends, distributions, royalties, pensions, and profit sharing plans. "Other benefits" include, but are not limited to, loans, loan payments, rent, car payments, and insurance premiums, whether paid directly to the individuals, or paid to others on their behalf.

<u>Name/Position</u>	<u>Current Fiscal Year-to-Date</u>	<u>1 Year Ago</u>	<u>2 Years Ago</u>	<u>Compensation or Type of Benefits</u>
_____	\$ _____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	\$ _____	_____

**Item 31. Transfers of Assets Including Cash and Property**

List all transfers of assets over \$2,500 made by the corporation, other than in the ordinary course of business, during the previous three years, by loan, gift, sale, or other transfer.

<u>Transferee's Name, Address, &amp; Relationship</u>	<u>Property Transferred</u>	<u>Aggregate Value</u>	<u>Transfer Date</u>	<u>Type of Transfer (e.g., Loan, Gift)</u>
_____	_____	\$ _____	_____	_____
_____	_____	\$ _____	_____	_____
_____	_____	\$ _____	_____	_____
_____	_____	\$ _____	_____	_____
_____	_____	\$ _____	_____	_____



# Attachment E

## Cryptocurrency Financial Statement











Initial: \_\_\_\_\_

I am submitting this financial statement with the understanding that it may affect action by the Federal Trade Commission or a federal court. I have used my best efforts to obtain the information requested in this statement. The responses I have provided to the items above are true and contain all the requested facts and information of which I have notice or knowledge. I know of the penalties for false statements under 18 U.S.C. § 1001, 18 U.S.C. § 1621, and 18 U.S.C. § 1623 (five years imprisonment and/or fines). I certify under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on: \_\_\_\_\_  
(Date)

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

# Attachment F

## Request for Copy of Tax Return

Form **4506**

**Request for Copy of Tax Return**

(March 2019)

- ▶ **Do not sign this form unless all applicable lines have been completed.**
- ▶ **Request may be rejected if the form is incomplete or illegible.**
- ▶ **For more information about Form 4506, visit [www.irs.gov/form4506](http://www.irs.gov/form4506).**

OMB No. 1545-0429

Department of the Treasury  
Internal Revenue Service

**Tip.** You may be able to get your tax return or return information from other sources. If you had your tax return completed by a paid preparer, they should be able to provide you a copy of the return. The IRS can provide a **Tax Return Transcript** for many returns free of charge. The transcript provides most of the line entries from the original tax return and usually contains the information that a third party (such as a mortgage company) requires. See **Form 4506-T, Request for Transcript of Tax Return**, or you can quickly request transcripts by using our automated self-help service tools. Please visit us at [IRS.gov](http://IRS.gov) and click on "Get a Tax Transcript..." or call 1-800-908-9946.

<b>1a</b> Name shown on tax return. If a joint return, enter the name shown first.	<b>1b</b> First social security number on tax return, individual taxpayer identification number, or employer identification number (see instructions)
<b>2a</b> If a joint return, enter spouse's name shown on tax return.	<b>2b</b> Second social security number or individual taxpayer identification number if joint tax return
<b>3</b> Current name, address (including apt., room, or suite no.), city, state, and ZIP code (see instructions)	
<b>4</b> Previous address shown on the last return filed if different from line 3 (see instructions)	
<b>5</b> If the tax return is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number.	

**Caution:** If the tax return is being mailed to a third party, ensure that you have filled in lines 6 and 7 before signing. Sign and date the form once you have filled in these lines. Completing these steps helps to protect your privacy. Once the IRS discloses your tax return to the third party listed on line 5, the IRS has no control over what the third party does with the information. If you would like to limit the third party's authority to disclose your return information, you can specify this limitation in your written agreement with the third party.

**6 Tax return requested.** Form 1040, 1120, 941, etc. and all attachments as originally submitted to the IRS, including Form(s) W-2, schedules, or amended returns. Copies of Forms 1040, 1040A, and 1040EZ are generally available for 7 years from filing before they are destroyed by law. Other returns may be available for a longer period of time. Enter only one return number. If you need more than one type of return, you must complete another Form 4506. ▶ \_\_\_\_\_

**Note:** If the copies must be certified for court or administrative proceedings, check here

**7 Year or period requested.** Enter the ending date of the year or period, using the mm/dd/yyyy format. If you are requesting more than eight years or periods, you must attach another Form 4506.

\_\_\_\_\_

\_\_\_\_\_

<b>8 Fee.</b> There is a \$50 fee for each return requested. <b>Full payment must be included with your request or it will be rejected. Make your check or money order payable to "United States Treasury." Enter your SSN, ITIN, or EIN and "Form 4506 request" on your check or money order.</b>	
<b>a</b> Cost for each return . . . . .	\$ 50.00
<b>b</b> Number of returns requested on line 7 . . . . .	
<b>c</b> Total cost. Multiply line 8a by line 8b . . . . .	\$
<b>9</b> If we cannot find the tax return, we will refund the fee. If the refund should go to the third party listed on line 5, check here <input type="checkbox"/>	

**Caution:** Do not sign this form unless all applicable lines have been completed.

**Signature of taxpayer(s).** I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax return requested. If the request applies to a joint return, at least one spouse must sign. If signed by a corporate officer, 1 percent or more shareholder, partner, managing member, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506 on behalf of the taxpayer. **Note:** This form must be received by IRS within 120 days of the signature date.

**Signatory attests that he/she has read the attestation clause and upon so reading declares that he/she has the authority to sign the Form 4506.** See instructions.

Phone number of taxpayer on line 1a or 2a

<b>Sign Here</b>	Signature (see instructions)	Date	
	Title (if line 1a above is a corporation, partnership, estate, or trust)		
	Spouse's signature	Date	

Section references are to the Internal Revenue Code unless otherwise noted.

## Future Developments

For the latest information about Form 4506 and its instructions, go to [www.irs.gov/form4506](http://www.irs.gov/form4506). Information about any recent developments affecting Form 4506, Form 4506-T and Form 4506T-EZ will be posted on that page.

## General Instructions

**Caution:** Do not sign this form unless all applicable lines have been completed.

**Purpose of form.** Use Form 4506 to request a copy of your tax return. You can also designate (on line 5) a third party to receive the tax return.

**How long will it take?** It may take up to 75 calendar days for us to process your request.

**Tip.** Use Form 4506-T, Request for Transcript of Tax Return, to request tax return transcripts, tax account information, W-2 information, 1099 information, verification of nonfiling, and records of account.

**Automated transcript request.** You can quickly request transcripts by using our automated self-help service tools. Please visit us at [IRS.gov](http://IRS.gov) and click on "Get a Tax Transcript..." or call 1-800-908-9946.

**Where to file.** Attach payment and mail Form 4506 to the address below for the state you lived in, or the state your business was in, when that return was filed. There are two address charts: one for individual returns (Form 1040 series) and one for all other returns.

If you are requesting a return for more than one year or period and the chart below shows two different addresses, send your request to the address based on the address of your most recent return.

## Chart for individual returns (Form 1040 series)

### If you filed an individual return and lived in:

Alabama, Kentucky, Louisiana, Mississippi, Tennessee, Texas, a foreign country, American Samoa, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, or A.P.O. or F.P.O. address

### Mail to:

Internal Revenue Service  
RAIVS Team  
Stop 6716 AUCS  
Austin, TX 73301

Alaska, Arizona, Arkansas, California, Colorado, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Washington, Wisconsin, Wyoming

Internal Revenue Service  
RAIVS Team  
Stop 37106  
Fresno, CA 93888

Connecticut, Delaware, District of Columbia, Florida, Georgia, Maine, Maryland, Massachusetts, Missouri, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, West Virginia

Internal Revenue Service  
RAIVS Team  
Stop 6705 S-2  
Kansas City, MO 64999

## Chart for all other returns

### If you lived in or your business was in:

Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, a foreign country, American Samoa, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, or A.P.O. or F.P.O. address

### Mail to:

Internal Revenue Service  
RAIVS Team  
P.O. Box 9941  
Mail Stop 6734  
Ogden, UT 84409

## Specific Instructions

**Line 1b.** Enter your employer identification number (EIN) if you are requesting a copy of a business return. Otherwise, enter the first social security number (SSN) or your individual taxpayer identification number (ITIN) shown on the return. For example, if you are requesting Form 1040 that includes Schedule C (Form 1040), enter your SSN.

**Line 3.** Enter your current address. If you use a P.O. box, please include it on this line 3.

**Line 4.** Enter the address shown on the last return filed if different from the address entered on line 3.

**Note:** If the addresses on lines 3 and 4 are different and you have not changed your address with the IRS, file Form 8822, Change of Address. For a business address, file Form 8822-B, Change of Address or Responsible Party — Business.

**Signature and date.** Form 4506 must be signed and dated by the taxpayer listed on line 1a or 2a. The IRS must receive Form 4506 within 120 days of the date signed by the taxpayer or it will be rejected. Ensure that all applicable lines are completed before signing.



*You must check the box in the signature area to acknowledge you have the authority to sign and request the information. The form will not be processed and returned to you if the box is unchecked.*

**Individuals.** Copies of jointly filed tax returns may be furnished to either spouse. Only one signature is required. Sign Form 4506 exactly as your name appeared on the original return. If you changed your name, also sign your current name.

**Corporations.** Generally, Form 4506 can be signed by: (1) an officer having legal authority to bind the corporation, (2) any person designated by the board of directors or other governing body, or (3) any officer or employee on written request by any principal officer and attested to by the secretary or other officer. A bona fide shareholder of record owning 1 percent or more of the outstanding stock of the corporation may submit a Form 4506 but must provide documentation to support the requester's right to receive the information.

**Partnerships.** Generally, Form 4506 can be signed by any person who was a member of the partnership during any part of the tax period requested on line 7.

**All others.** See section 6103(e) if the taxpayer has died, is insolvent, is a dissolved corporation, or if a trustee, guardian, executor, receiver, or administrator is acting for the taxpayer.

**Note:** If you are Heir at law, Next of kin, or Beneficiary you must be able to establish a material interest in the estate or trust.

**Documentation.** For entities other than individuals, you must attach the authorization document. For example, this could be the letter from the principal officer authorizing an employee of the corporation or the letters testamentary authorizing an individual to act for an estate.

**Signature by a representative.** A representative can sign Form 4506 for a taxpayer only if this authority has been specifically delegated to the representative on Form 2848, line 5a. Form 2848 showing the delegation must be attached to Form 4506.

### Privacy Act and Paperwork Reduction Act

**Notice.** We ask for the information on this form to establish your right to gain access to the requested return(s) under the Internal Revenue Code. We need this information to properly identify the return(s) and respond to your request. If you request a copy of a tax return, sections 6103 and 6109 require you to provide this information, including your SSN or EIN, to process your request. If you do not provide this information, we may not be able to process your request. Providing false or fraudulent information may subject you to penalties.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file Form 4506 will vary depending on individual circumstances. The estimated average time is: **Learning about the law or the form**, 10 min.; **Preparing the form**, 16 min.; and **Copying, assembling, and sending the form to the IRS**, 20 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making Form 4506 simpler, we would be happy to hear from you. You can write to:

Internal Revenue Service  
Tax Forms and Publications Division  
1111 Constitution Ave. NW, IR-6526  
Washington, DC 20224.

Do not send the form to this address. Instead, see *Where to file* on this page.

# Attachment G

## Consent to Release Financial Records

## CONSENT TO RELEASE FINANCIAL RECORDS

I, \_\_\_\_\_ of \_\_\_\_\_, (City, State), do hereby direct any bank, saving and loan association, credit union, depository institution, finance company, commercial lending company, credit card processor, credit card processing entity, automated clearing house, network transaction processor, bank debit processing entity, automated clearing house, network transaction processor, bank debit processing entity, brokerage house, escrow agent, money market or mutual fund, title company, commodity trading company, trustee, or person that holds, controls, or maintains custody of assets, wherever located, that are owned or controlled by me or at which there is an account of any kind upon which I am authorized to draw, and its officers, employees, and agents, to disclose all information and deliver copies of all documents of every nature in its possession or control which relate to the said accounts to any attorney of the Federal Trade Commission, and to give evidence relevant thereto, in the matter of *Federal Trade Commission v. AH Media Group, LLC, et al.*, now pending in the United States District Court of the Northern District of California, and this shall be irrevocable authority for so doing.

This direction is intended to apply to the laws of countries other than the United States of America which restrict or prohibit disclosure of bank or other financial information without the consent of the holder of the account, and shall be construed as consent with respect hereto, and the same shall apply to any of the accounts for which I may be a relevant principal.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_