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13 Federal Trade Commission

14 **IN THE UNITED STATES DISTRICT COURT**
15 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

16 **Federal Trade Commission,**

17 Plaintiff,

18 vs.

19 **AlliedWallet, Inc., et al.,**

20 Defendants.

No. 2:19-CV-4355

[PROPOSED] STIPULATED FINAL
ORDER FOR PERMANENT
INJUNCTION AND MONETARY
JUDGMENT AGAINST AHMAD
("ANDY") KHAWAJA,
ALLIEDWALLET, INC., ALLIED
WALLET, LTD., GTBILL, LLC, AND
GTBILL LTD.

21
22 Plaintiff the Federal Trade Commission ("FTC" or "Commission"), filed its
23 Complaint for permanent injunction and other equitable relief in this matter
24 pursuant to Section 13(b) of the Federal Trade Commission Act ("FTC Act"), 15
25 U.S.C. § 53(b) against AlliedWallet, Inc., Allied Wallet, Ltd., GTBill, LLC, and
26 GTBill Ltd., Ahmad Khawaja (also known as Andy Khawaja), Mohammad Diab
27 (also known as Moe Diab), and Amy Rountree (collectively, "Defendants").
28 Defendants AlliedWallet, Inc., Allied Wallet, Ltd., GTBill, LLC, GTBill Ltd., and

1 Ahmad Khawaja (also known as Andy Khawaja), (collectively, “Settling
2 Defendants”) have waived service of the summons and the Complaint. The FTC
3 and Settling Defendants stipulate to the entry of this Stipulated Final Order for
4 Permanent Injunction and Monetary Judgment (“Order”) to resolve all matters in
5 dispute in this action between them.

6 THEREFORE, IT IS ORDERED as follows:

7 **FINDINGS**

- 8 1. This Court has jurisdiction over this matter.
- 9 2. The Complaint charges that Settling Defendants participated in unfair
10 acts or practices in violation of Section 5 of the FTC Act, 15 U.S.C. § 45 (a), by
11 processing or arranging for processing of charges to consumers’ credit and debit
12 cards on behalf of Defendants’ Clients.
- 13 3. Settling Defendants neither admit nor deny any of the allegations in
14 the Complaint, except as specifically stated in this Order. Only for purposes of this
15 action, Settling Defendants admit the facts necessary to establish jurisdiction.
- 16 4. Settling Defendants waive any claim that they may have under the
17 Equal Access to Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this
18 action through the date of this Order, and agree to bear their own costs and attorney
19 fees.
- 20 5. Settling Defendants and the Commission waive all rights to appeal or
21 otherwise challenge or contest the validity of this Order.

22 **DEFINITIONS**

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

- 24 A. “**ACH Debit**” means any completed or attempted debit to a Person’s
25 account at a Financial Institution that is processed electronically through the
26 Automated Clearing House Network.
- 27 B. “**Acquirer**” means a business organization, Financial Institution, or an
28 agent of a business organization or Financial Institution that has authority from an

1 organization that operates or licenses a credit card system (e.g., VISA, Inc.,
2 Mastercard Inc., American Express Company, and Discover Financial Services,
3 Inc.) to authorize Merchants to accept, transmit, or process payment by credit card
4 through the credit card system for money, goods or services, or anything else of
5 value.

6 C. **“Card-Not-Present Transaction”** means a debit or credit card
7 transaction whereby the Person’s debit or credit card is not physically swiped,
8 scanned, or imprinted.

9 D. **“Chargeback”** means a procedure whereby an issuing bank or other
10 Financial Institution charges all or part of an amount of a Person’s credit or debit
11 card transaction back to the Acquirer or other Financial Institution.

12 E. **“Chargeback Rate”** means the proportion (expressed as a
13 percentage) of Chargebacks out of the total number of attempted credit or debit
14 card sales transactions.

15 F. **“Client”** means any Person (a) who obtains, directly or indirectly,
16 from any Defendant a Merchant Account, or (b) to whom any Defendant provides
17 any Payment Processing services.

18 G. **“Corporate Defendants”** means AlliedWallet, Inc., Allied Wallet,
19 Ltd., GTBill, LLC, GTBill Ltd., and any of their successors and assigns.

20 H. **“Covered Client”** means any Client who offers to sell, sells,
21 promotes, or markets, the following goods or services: cryptocurrency; discount
22 buying clubs; foreclosure protection or guarantees; lottery sales or sweepstakes;
23 medical discount benefits packages including discount medical cards; multi-level
24 marketing distribution; nutraceuticals; payment aggregators; third party Payment
25 Processors; penny auctions; real estate seminars and training programs; computer
26 technical support services; and goods or services with Negative Option Features.

27 I. **“Credit Card Laundering”** means: (a) presenting or depositing into,
28 or causing or allowing another to present or deposit into, the credit card system for

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

15 J. **“Credit Card Sales Draft”** means any record or evidence of a credit
16 card transaction.

17 K. **“Defendants”** means all of the Individual Defendants and the
18 Corporate Defendants, individually, collectively, or in any combination.

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

23 M. **“High Risk Client”** means any Client that (a) on an annual basis,
24 whether measured by a single Merchant Account or by the aggregate of all
25 Merchant Accounts held by the Client, processes more than fifteen percent (15%)
26 Card-Not-Present Transactions and more than two hundred thousand dollars
27 (\$200,000) in total Card-Not-Present Transactions; or (b) is a Covered Client.
28

1 N. **“Independent Sales Organization” or “ISO”** means any Person that
2 (a) enters into an agreement or contract with a Payment Processor, Acquirer or
3 Financial Institution to sell or market Payment Processing services to a Merchant;
4 (b) matches, arranges for, or refers Merchants to a Payment Processor or Acquirer
5 for Payment Processing services, or that matches, arranges for, or refers a Payment
6 Processor or Acquirer to Merchants for Payment Processing services; or (c) is
7 registered as an ISO or merchant service provider (“MSP”) with VISA,
8 Mastercard, or any credit card association.

9 O. **“Individual Defendants”** means Ahmad Khawaja (also known as
10 Andy Khawaja), Mohammad Diab (also known as Moe Diab), and Amy Rountree.

11 P. **“Liquidating Receiver”** means the Person appointed by the Court in
12 this matter to serve as Liquidating Receiver pursuant to Section X, below.

13 Q. **“Merchant”** means any Person engaged in the sale or marketing of
14 any goods or services or a charitable contribution, including any Person who
15 applies for ISO or Payment Processing services. The term “Merchant” does not
16 include a Payment Facilitator, but does include a Sponsored Merchant.

17 R. **“Merchant Account”** means any account with an Acquirer or other
18 Financial Institution, service provider, Payment Processor, ISO, Payment
19 Facilitator, or other entity that enables an individual, a business, or other
20 organization to accept payments of any kind.

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

25 T. **“Negative Option Feature”** means, in an offer or agreement to sell or
26 provide any product or service, a provision under which the consumer’s silence or
27 failure to take an affirmative action to reject products or services or to cancel the
28 agreement is interpreted by the Client, seller or Merchant as acceptance of the

1 offer. Offers or agreements with Negative Option Features include, but are not
2 limited to: (a) free or introductory price trial offers in which the consumer receives
3 a product or service for free or at a nominal or introductory price for an initial
4 period and will incur an obligation to pay or pay a greater amount for the product
5 or service if he or she does not take affirmative action to cancel, reject, or return
6 the product or service before the end of that period; (b) continuity plans in which,
7 subsequent to the consumer's agreement to the plan, the seller or provider
8 automatically ships products to a consumer unless the consumer notifies the seller
9 or provider within a certain time not to ship the products; and (c) automatic
10 renewal plans in which the seller or provider automatically renews the agreement
11 and charges the consumer unless the consumer cancels before the renewal.

12 U. **“Payment Facilitator”** means an entity that is registered with a credit
13 card system by an Acquirer to facilitate transactions on behalf of Sponsored
14 Merchants, and receives settlement of transaction proceeds from the Acquirer on
15 behalf of the Sponsored Merchants.

16 V. **“Payment Processing”** means transmitting sales transaction data on
17 behalf of a Merchant or providing a Person, directly or indirectly, with the means
18 used to charge or debit accounts through the use of any payment method or
19 mechanism, including, but not limited to, credit cards, debit cards, prepaid cards,
20 stored value cards, ACH Debits, and Remotely Created Payment Orders. Whether
21 accomplished through the use of software or otherwise, Payment Processing
22 includes, among other things: (a) reviewing and approving Merchant applications
23 for payment processing services; (b) transmitting sales transaction data or
24 providing the means to transmit sales transaction data from Merchants to
25 Acquirers, Payment Processors, ISOs, or other Financial Institutions; (c) clearing,
26 settling, or distributing proceeds of sales transactions from Acquirers or Financial
27 Institutions to Merchants; (d) processing Chargebacks or returned Remotely
28 Created Payment Orders or ACH Debits; or (e) sign a merchant acceptance

1 agreement on behalf of an Acquirer, or receive settlement of transaction proceeds
2 from an Acquirer, on behalf of a sponsored Merchant.

3 W. **“Payment Processor”** means any Person providing Payment
4 Processing services in connection with another Person’s sale of goods or services,
5 or in connection with any charitable donation.

6 X. **“Person”** means any natural person, organization, or legal entity,
7 including a corporation, limited liability company, partnership, proprietorship,
8 association, cooperative, government or governmental subdivision or agency, or
9 any other group or combination acting as an entity.

10 Y. **“Outbound Telemarketing”** means any plan, program, or campaign
11 that is conducted to induce the purchase of goods or services by use of one or more
12 telephones, and which involves a telephone call initiated by a Person other than the
13 consumer, whether or not covered by the Telemarketing Sales Rule (“TSR”), 16
14 C.F.R. Part 310.

15 Z. **“Receivership Estate”** means all assets identified in Section VII.B,
16 below, as well as any other assets transferred to the Liquidating Receiver pursuant
17 to this Order, or other Order entered by this Court.

18 AA. **“Remotely Created Payment Order”** or **“RCPO”** means a payment
19 instruction or order, whether created in electronic or paper format, drawn on a
20 payor’s financial account that is initiated or created by the payee, and which is
21 deposited into or cleared through the check clearing system. For purposes of this
22 definition, an account includes any financial account or credit or other arrangement
23 that allows checks, payment instructions, or orders to be drawn against it that are
24 payable by, through, or at a bank.

25 BB. **“Sales Agent”** means a Person that matches, arranges, or refers
26 prospective Clients or Clients to a Payment Processor or ISO for Payment
27 Processing, but does not hold any contractual liability in the event of losses related
28 to the Payment Processing activities conducted by or on behalf of Clients. As

1 such, a Sales Agent may be involved in recommending a particular Payment
2 Processor or ISO to a prospective Client, forwarding to the Payment Processor or
3 ISO a prospective Client's or Client's merchant application, or negotiating rates
4 and fees charged by a Payment Processor or ISO, but a Sales Agent may not be
5 involved in any Payment Processing and may not act as an ISO.

6 CC. "**Settling Defendants**" means AlliedWallet, Inc., Allied Wallet, Ltd.,
7 GTBill, LLC, GTBill Ltd., and Ahmad Khawaja (also known as Andy Khawaja),
8 individually, collectively, or in any combination.

9 DD. "**Sponsored Merchant**" means any Person or entity to whom a
10 Payment Facilitator agrees to provide Payment Processing services.

11 EE. "**Total Return Rate**" means the proportion (expressed as a
12 percentage) of all attempted ACH Debit or RCPO transactions that are returned
13 through the banking system for any reason, whether before or after payment, out of
14 the total number of such attempted transactions, calculated separately for each
15 transaction type.

16 ORDER

17 I. BAN ON PROCESSING FOR CERTAIN MERCHANT CATEGORIES

18 IT IS ORDERED that Settling Defendants, whether acting directly or
19 through an intermediary, are each permanently restrained and enjoined from
20 Payment Processing, and from assisting others engaged in Payment Processing,
21 whether directly or through an intermediary, for any Person:

22 A. Offering to sell, selling, promoting or marketing the following goods
23 or services:

- 24 1) Money Making Opportunities;
- 25 2) credit repair;
- 26 3) credit card protection;
- 27 4) identity theft protection;

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1 5) debt collection, debt counseling, debt settlement, or debt
2 consolidation;

3 6) mortgage or loan modification;

4 7) government grants; or

5 8) timeshare resale;

6 B. Engaged in Outbound Telemarketing;

7 C. Listed on the Mastercard Member Alert to Control High-Risk

8 Merchants (MATCH) list for any of the following reasons: excessive Chargebacks
9 or fraud, fraud conviction, laundering, identification as a Questionable Merchant
10 per the Mastercard Questionable Merchant Audit Program, merchant collusion,
11 illegal transactions, or identity theft;

12 D. Registered as, or qualifies for registration as, a high risk-merchant
13 type according to Mastercard or Visa's rules and regulations; or

14 E. That is a Covered Client subject to an Order from any lawsuit brought
15 by the Commission or any other state or federal law enforcement agency relating to
16 consumer protection or telemarketing laws or regulations.

17 **II. BAN ON CREDIT CARD LAUNDERING**

18 IT IS FURTHER ORDERED that Settling Defendants, whether acting
19 directly or through an intermediary, are each permanently restrained and enjoined
20 from Credit Card Laundering, and from assisting others engaged in Credit Card
21 Laundering, whether directly or through an intermediary.

22 **III. PROHIBITIONS RELATED TO MERCHANT ACCOUNTS**

23 IT IS FURTHER ORDERED that Settling Defendants, Settling Defendants'
24 officers, agents, employees, and attorneys, and all other Persons in active concert
25 or participation with any of them, who receive actual notice of this Order, whether
26 acting directly or indirectly, are each permanently restrained and enjoined from:

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

1 including but not limited to false or misleading statements about the geographic
2 location, name, identity, or corporate form of the Merchant;

3 B. Failing to disclose to an Acquirer or other Financial Institution,
4 service provider, Payment Processor, ISO, or other entity that enables a Person to
5 accept payments of any kind any material information related to a Merchant
6 Account including, but not limited to, (a) the identity of any owner, manager,
7 director, or officer of the applicant for or holder of a Merchant Account, and (b)
8 any connection between an owner, manager, director, or officer of the applicant for
9 or holder of a Merchant Account and any Person who, for a reason related to
10 excessive Chargebacks or fraud, identification as a Questionable Merchant per the
11 Mastercard Questionable Merchant Audit Program, merchant collusion, illegal
12 transaction, or identity theft, had a Merchant Account terminated by a Payment
13 Processor or a Financial Institution, or has been fined or otherwise disciplined in
14 connection with a Merchant Account by a Payment Processor or a Financial
15 Institution; and

16 C. Engaging in any tactics to avoid fraud and risk monitoring programs
17 established by any Financial Institution, Acquirer, or the operators of any payment
18 system, including, but not limited to, balancing or distributing sales transaction
19 volume or sales transaction activity among multiple Merchant Accounts or
20 merchant billing descriptors; splitting a single sales transaction into multiple
21 smaller transactions; or using a shell company to apply for a Merchant Account.

22 **IV. PROHIBITION AGAINST ASSISTING AND FACILITATING**

23 IT IS FURTHER ORDERED that Settling Defendants, Settling Defendants'
24 officers, agents, employees, and attorneys, and all other Persons in active concert
25 or participation with any of them, who receive actual notice of this Order, whether
26 acting directly or indirectly, are permanently restrained and enjoined from
27 providing substantial assistance or support to any Person that they know, or should
28 know, is engaged in:

1 A. Misrepresenting, directly or by implication, any material aspect of the
2 performance, efficacy, nature, or central characteristics of any goods or services;

3 B. Misrepresenting, directly or by implication, any material aspect of the
4 nature or terms of any refund, cancellation, exchange, or repurchase policies;

5 C. The unauthorized debiting or charging of consumer bank or credit
6 card accounts; or

7 D. Any deceptive, unfair, or abusive act or practice prohibited by Section
8 5 of the FTC Act or by the TSR.

9 **V. SCREENING OF PROSPECTIVE HIGH RISK CLIENTS**

10 IT IS FURTHER ORDERED that Settling Defendants, Settling Defendants'
11 officers, agents, employees, and attorneys, and all other Persons in active concert
12 or participation with any of them, who receive actual notice of this Order, whether
13 acting directly or indirectly, are permanently restrained and enjoined from Payment
14 Processing or acting as an ISO or Sales Agent for any prospective High Risk Client
15 without first engaging in a reasonable screening of the prospective High Risk
16 Client to determine whether the prospective High Risk Client's business practices
17 are, or are likely to be, deceptive or unfair within the meaning of Section 5 of the
18 FTC Act, or violation of the Telemarketing Sales Rule. Such reasonable screening
19 shall include, but not be limited to:

20 A. Obtaining from each prospective High Risk Client, including the
21 principal(s) and controlling Person(s) of the entity, any Person(s) with a majority
22 ownership interest in the entity, and any corporate name, trade name, fictitious
23 name or aliases under which such Person(s) conduct or have conducted business:

24 1. A description of the nature of the prospective High Risk Client's
25 business, including describing the nature of the goods and services sold and
26 methods of sale, for which the prospective High Risk Client seeks Payment
27 Processing services;

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1 2. The name of the principal(s) and controlling Person(s) of the entity,
2 and Person(s) with a majority ownership interest in the entity;

3 3. A list of all business and trade names, fictitious names, DBAs, and
4 Internet websites under or through which the prospective High Risk Client has
5 marketed or intends to market the goods and services for which the prospective
6 High Risk Client seeks Payment Processing services;

7 4. Each physical address at which the prospective High Risk Client has
8 conducted business or will conduct the business(es) identified pursuant to
9 subsection (1) of this Section V.A;

10 5. The name and address of every Acquirer, originating depository
11 Financial Institution (if Defendant proposes to provide Payment Processing
12 services for ACH Debit or RCPO transactions to such prospective High Risk
13 Client), and Payment Processor used by the prospective High Risk Client during
14 the preceding two years, and all merchant identification numbers used by any such
15 banks or Payment Processors in connection with the prospective High Risk Client;

16 6. The prospective High Risk Client's past Chargeback Rate and Total
17 Return Rate (if Defendant proposes to provide Payment Processing services for
18 ACH Debit or RCPO transactions) for the preceding three (3) months, or for the
19 preceding six months if the prospective High Risk Client is a Covered Client, and
20 estimates of future Chargeback Rates and Total Return Rates (if Defendant
21 proposes to provide Payment Processing services for ACH Debit or RCPO
22 transactions);

23 7. The names of trade and bank references; and

24 8. Whether the prospective High Risk Client, including the principal(s)
25 and controlling Person(s) of the entity, any Person(s) with a majority ownership
26 interest in the entity, and any corporate name, trade name, fictitious name or aliases
27 under which such Person(s) conduct or have conducted business, has ever been:
28

- 1 a) placed in a payment card association's Chargeback monitoring
- 2 program during the preceding two years; or
- 3 b) the subject of a complaint filed by the Commission or any other
- 4 state or federal law enforcement agency;

5 B. Taking reasonable steps to assess the accuracy of the information
6 provided pursuant to Sections V.A of this Order, including but not limited to:
7 reviewing the Internet websites used by the prospective High Risk Client to market
8 its goods or services; obtaining and reviewing copies of monthly Payment
9 Processing statements issued by any bank, ISO, Sales Agent, Acquirer, or Payment
10 Processor used by the High Risk Client during the preceding six (6) months;
11 obtaining and reviewing all current marketing materials for each good or service
12 related to the offer for which Settling Defendants would provide the prospective
13 High Risk Client with Payment Processing, ISO, or Sales Agent services. The
14 purpose of such steps is to determine whether the prospective High Risk Client is
15 engaged in any of the following acts or practices, in which case Settling
16 Defendants shall not provide Payment Processing or act as an ISO or Sales Agent
17 for the prospective High Risk Client:

- 18 1. Failing to clearly and conspicuously disclose all products and services
- 19 that are sold in conjunction with the offered product or service, and the total cost to
- 20 purchase, receive, or use, any products or services that are the subject of the sales
- 21 offer;
- 22 2. Misrepresenting any material aspect of the performance, efficacy,
- 23 nature, or central characteristics of goods or services that are the subject of the
- 24 sales offer;
- 25 3. Failing to clearly and conspicuously disclose all material terms and
- 26 conditions of an offer;

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28

1 4. Misrepresenting, expressly or by implication, any material aspect of
2 the prospective High Risk Client's refund, cancellation, exchange, or repurchase
3 policies; and

4 5. Causing billing information to be submitted for payment without the
5 customer's express authorization.

6 **VI. MONITORING OF HIGH RISK CLIENTS**

7 IT IS FURTHER ORDERED that Settling Defendants, Settling Defendants'
8 officers, agents, employees, and attorneys, and all other Persons in active concert
9 or participation with any of them, who receive actual notice of this Order, whether
10 acting directly or indirectly, in connection with Payment Processing or acting as an
11 ISO or Sales Agent, are permanently restrained and enjoined from:

12 A. Failing to monitor the sales activity of all current Clients to identify
13 Clients that should be designated as High Risk Clients requiring additional
14 screening pursuant to Section V of this Order, and for newly-designated High Risk
15 Clients, failing to complete the reasonable screening process described in Section
16 V of the Order within a one month period;

17 B. Failing to monitor each High Risk Client's transactions to determine
18 whether the High Risk Client is engaged in practices that are deceptive or unfair in
19 violation of Section 5 of the FTC Act. Such monitoring shall include, but not be
20 limited to, regularly reviewing High Risk Clients' Internet websites from an IP
21 address that is not associated with Settling Defendants, regularly reviewing each
22 High Risk Client's Chargeback Rates, Total Return Rates (if Defendant proposes to
23 provide Payment Processing services for ACH Debit or RCPO transactions), and
24 reasons provided for these rates, as well as examining any unusual or suspect
25 transaction patterns, values, and volume;

26 C. Failing to calculate and update at least on a monthly basis for each
27 High Risk Client the Chargeback Rate and Total Return Rate (if Defendant
28 proposes to provide Payment Processing services for ACH Debit or RCPO

1 transactions). For any Client with multiple processing accounts, the calculation of
2 the Chargeback Rate and Total Return Rate shall be made for each of the High
3 Risk Client's individual processing accounts, and in the aggregate for each High
4 Risk Client;

5 D. Failing to immediately stop processing sales transactions and, as soon
6 as practical but in no more than 5 days, close all processing accounts for:

7 1. Any Covered Client whose Total Return Rate exceeds two and one-
8 half percent (2.5%) and whose total number of ACH Debit or RCPO returned
9 transactions in any month exceeds forty (40) transactions;

10 2. Any Covered Client whose monthly Chargeback Rate exceeds one
11 percent (1%) and whose total number of Chargebacks exceeds forty (40) in two of
12 the past six months; and

13 3. Any Covered Client that Settling Defendants know or should know is
14 engaged in tactics to avoid fraud and risk monitoring programs established by any
15 Financial Institution, Acquirer, or the operators of any payment system, including,
16 but not limited to, balancing or distributing sales transaction volume or sales
17 transaction activity among multiple Merchant Accounts or merchant billing
18 descriptors; splitting a single sales transaction into multiple smaller transactions, or
19 using shell companies to apply for additional Merchant Accounts.

20 E. Failing to immediately conduct a reasonable investigation of the cause
21 of Total Return Rate (if Settling Defendant proposes to provide Payment
22 Processing services for ACH Debit or RCPO transactions) or Chargeback Rates (a
23 reasonable investigation includes, but is not limited to: verifying and updating the
24 truth and accuracy of information gathered in compliance with Section V of this
25 Order and any other advertising of the High Risk Client; confirming that the High
26 Risk Client has obtained required consumer authorizations for the transactions;
27 contacting Financial Institutions and Better Business Bureaus to gather detailed
28 information, including complaints and other relevant information, regarding the

1 High Risk Client; reviewing from an IP address that is not associated with Settling
2 Defendants the Internet websites used by the High Risk Client to market its goods
3 and services; searching publicly available sources for legal actions taken by the
4 Commission or other state or federal law enforcement agencies against the High
5 Risk Client; and conducting “test” shopping to determine the High Risk Client’s
6 sales practices, where possible) for:

7 1. Any High Risk Client, excluding Covered Clients, whose Total Return
8 Rate exceeds two and one-half percent (2.5%) and whose total number of ACH
9 Debit or RCPO returned transactions in any month exceeds forty (40); and

10 2. Any High Risk Client, excluding Covered Clients, whose monthly
11 Chargeback Rate exceeds one percent (1%) and whose total number of
12 Chargebacks exceeds forty (40) in two of the past six months.

13 F. Failing to stop processing sales transactions and close all processing
14 accounts for any High Risk Client investigated pursuant to Subsection E, above,
15 within 60 days of commencing the investigation, unless Settling Defendants draft a
16 written report establishing facts that demonstrate, by clear and convincing
17 evidence, that the High Risk Client’s business practices related to the offer(s) for
18 which Settling Defendants provide Payment Processing are not deceptive or unfair
19 in violation of Section 5 of the FTC Act and are not in violation of the
20 Telemarketing Sales Rule.

21 G. Failing to immediately stop processing sales transactions and close all
22 processing accounts for any High Risk Client that Settling Defendants know or
23 should know is engaged in tactics to avoid fraud and risk monitoring programs
24 established by any Financial Institution, Acquirer, or the operators of any payment
25 system, including, but not limited to, balancing or distributing sales transaction
26 volume or sales transaction activity among multiple Merchant Accounts or
27 merchant billing descriptors; splitting a single sales transaction into multiple
28

1 smaller transactions, or using shell companies to apply for additional Merchant
2 Accounts.

3 **VII. MONETARY JUDGMENT AND PARTIAL SUSPENSION**

4 IT IS FURTHER ORDERED that:

5 A. Judgment in the amount of One Hundred Ten Million, Fifty Thousand,
6 Nine Hundred Forty-One Dollars (\$110,050,941) is entered in favor of the
7 Commission against Settling Defendants, jointly and severally, as equitable
8 monetary relief.

9 B. Immediately upon entry of this Order, Defendant Khawaja shall
10 cooperate fully and take such steps as the Liquidating Receiver may require,
11 including executing any documents, providing any necessary information, and
12 paying any necessary fees or expenses, to cause the transfer to the Liquidating
13 Receiver, or to his qualified settlement fund, within 7 days of entry of this Order,
14 of possession and legal and equitable title to (a) the real property located in the city
15 of Los Angeles, county of Los Angeles, state of California, commonly known as
16 3100 Benedict Canyon Drive, Beverly Hills, California 90210-1033, Parcel
17 Number 4382-001-023, and (b) all furnishings and other personal property
18 purchased for and/or located at the real property described in (a), above, with
19 estimated value of \$500,000 (together, hereinafter, "Benedict Canyon Property").

20 1. Following transfer of title and possession, the Liquidating Receiver
21 shall be responsible for all maintenance, utilities, taxes, homeowner's association
22 fees, and all other expenses of any nature related to the Benedict Canyon Property,
23 which were not incurred prior to the transfer.

24 2. Defendant Khawaja represents that there are no liens or encumbrances
25 on the Benedict Canyon Property other than those disclosed in the financial
26 representations identified in Subsection VII.D, below, and that he will not add any
27 such encumbrances after signing this Order.

28

1 3. The costs and expenses of transferring the Benedict Canyon Property
2 shall be paid by Defendant Khawaja.

3 4. Defendant Khawaja expressly agrees that the Benedict Canyon
4 Property is not homestead property, and further hereby forever waives, releases,
5 discharges, and disclaims all right, title, and interest in the Benedict Canyon
6 Property.

7 5. Defendant Khawaja represents and acknowledges that the
8 Commission is relying on the material representation that he is the sole owner in
9 fee simple of the Benedict Canyon Property.

10 6. Until Defendant Khawaja transfers title and possession of the
11 Benedict Canyon Property to the Liquidating Receiver, Defendant Khawaja shall:

- 12 a) Maintain and take no action to diminish the value of the
13 Benedict Canyon Property, including any structures, fixtures,
14 and appurtenances thereto, in the same condition as on the date
15 Defendant Khawaja executed his sworn financial statement
16 dated April 26, 2019;
- 17 b) Remain current on all amounts due and payable on the Benedict
18 Canyon Property, including but not limited to tax, insurance,
19 homeowner's assessments, reasonable and necessary
20 maintenance, and similar fees; and
- 21 c) Retain existing insurance coverage on the Benedict Canyon
22 Property in full force and effect.

23 7. In order to transfer possession of the Benedict Canyon Property to the
24 Liquidating Receiver, Defendant Khawaja shall vacate the Benedict Canyon
25 Property in good and clean condition, and deliver all keys and security codes, if
26 any, to the Liquidating Receiver along with written notice that possession is
27 surrendered.

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1 C. Upon transfer of all assets described in Subsection VII.B to the
2 Liquidating Receiver, the remainder of the judgment is suspended, subject to the
3 Subsections below.

4 D. The Commission's agreement to the suspension of the judgment is
5 expressly premised upon the truthfulness, accuracy, and completeness of Settling
6 Defendants' sworn financial statements and related documents (collectively,
7 "financial representations") submitted to the Commission, namely:

8 1. the Financial Statement of Defendant Khawaja signed by Ahmad
9 Khawaja on April 26, 2019, including the attachments;

10 2. the Financial Statement of AlliedWallet, Inc., signed by Ahmad
11 Khawaja on April 26, 2019, including the attachments;

12 3. the Financial Statement of Allied Wallet, Ltd., signed by Ahmad
13 Khawaja on April 26, 2019, including the attachments;

14 4. the Financial Statement of GTBill LLC, signed by Ahmad Khawaja
15 on April 26, 2019, including the attachments; and

16 5. the Financial Statement of GTBill Ltd., signed by Ahmad Khawaja on
17 April 26, 2019, including the attachments.

18 E. The suspension of the judgment will be lifted as to any Settling
19 Defendant if, upon motion by the Commission, the Court finds that (1) Settling
20 Defendant failed to disclose any material asset, materially misstated the value of
21 any asset, or made any other material misstatement or omission in the financial
22 representations identified above or in the representations regarding property in
23 Subsection VII.B, above, or (2) Settling Defendant is in default on any obligation
24 under Section VII of this Order.

25 F. If the suspension of the judgment is lifted, the judgment becomes
26 immediately due as to that Settling Defendant in the amount specified in
27 Subsection VII.A, above (which the parties stipulate only for purposes of this
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1 Section represents the consumer injury alleged in the Complaint), plus interest
2 computed from the date of entry of this Order.

3 **VIII. ADDITIONAL MONETARY PROVISIONS**

4 IT IS FURTHER ORDERED that:

5 A. Settling Defendants relinquish dominion and all legal and equitable
6 right, title, and interest in all assets transferred pursuant to this Order and may not
7 seek the return of any assets.

8 B. The facts alleged in the Complaint will be taken as true, without
9 further proof, in any subsequent civil litigation by or on behalf of the Commission
10 in a proceeding to enforce its rights to any payment or monetary judgment pursuant
11 to this Order, such as a nondischargeability complaint in any bankruptcy case.

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

16 D. Settling Defendants acknowledge that their Taxpayer Identification
17 Numbers (Social Security Numbers or Employer Identification Numbers), which
18 Settling Defendants have submitted to the Commission, may be used for collecting
19 and reporting on any delinquent amount arising out of this Order, in accordance
20 with 31 U.S.C. § 7701.

21 E. All money paid to the Commission pursuant to this Order may be
22 deposited into a fund administered by the Commission or its designee to be used
23 for equitable relief, including consumer redress and any attendant expenses for the
24 administration of any redress fund. If a representative of the Commission decides
25 that direct redress to consumers is wholly or partially impracticable or money
26 remains after redress is completed, the Commission may apply any remaining
27 money for such other equitable relief (including consumer information remedies)
28 as it determines to be reasonably related to Settling Defendants' practices alleged

1 in the Complaint. Any money not used for such equitable relief is to be deposited
2 to the U.S. Treasury as disgorgement. Settling Defendants have no right to
3 challenge any actions the Commission or its representatives may take pursuant to
4 this Subsection.

5 **IX. CONSUMER INFORMATION**

6 IT IS FURTHER ORDERED that Settling Defendants are permanently
7 restrained and enjoined from directly or indirectly failing to provide sufficient
8 consumer information to enable the Commission to efficiently administer
9 consumer redress. If a representative of the Commission requests in writing any
10 information related to redress, Settling Defendants must provide it, in the form
11 prescribed by the Commission, within 14 days.

12 **X. LIQUIDATING RECEIVER**

13 IT IS FURTHER ORDERED that:

14 A. Stephen Donell is hereby appointed as a Liquidating Receiver with the
15 full power of an equity receiver. The Liquidating Receiver shall be an agent of this
16 Court, and solely the agent of this Court, in acting as Liquidating Receiver under
17 this Order. The Liquidating Receiver shall comply with all laws and Local Rules
18 of this Court governing receivers. Except for an act of gross negligence, the
19 Liquidating Receiver and any professionals it retains to assist it shall not be liable
20 for any loss or damage incurred by Settling Defendants, their agents, employees,
21 and attorneys or any other person, by reason of any act performed or omitted to be
22 performed by the Liquidating Receiver or any professional it retains to assist it in
23 connection with the discharge of its duties and responsibilities.

24 B. The Liquidating Receiver shall assume responsibility for management
25 and maintenance of the Receivership Estate, including all assets transferred
26 pursuant to the section titled Monetary Judgment and Partial Suspension at Section
27 VII of this Order. The Liquidating Receiver shall preserve and protect such assets
28 by undertaking necessary repairs, procuring appropriate insurance, and making

1 required payments for taxes, insurance, assessments, reasonable and necessary
2 maintenance, and any other actions necessary to efficiently manage the assets and
3 to maintain their value. Payment for any service or activity necessary to preserve
4 or protect such assets is payable from the assets of the Receivership Estate, without
5 prior approval by the Court. All such payments shall be itemized in the
6 Liquidating Receiver's reports to the Court or motions related to the sale of such
7 asset.

8 C. The Liquidating Receiver shall liquidate the assets of the Receivership
9 Estate and all net proceeds, after payment of any liens and necessary expenses of
10 the Liquidating Receiver, shall be paid to the Commission. Such payment shall be
11 made within 7 days following the Court's approval of the Liquidating Receiver's
12 final application for compensation and expenses, by electronic fund transfer in
13 accordance with instructions to be provided by a representative of the Commission.

14 D. In liquidating the assets of the Receivership Estate, the following
15 provisions apply:

16 1. Pursuant to the provisions of 28 U.S.C. § 2001(b), the Liquidating
17 Receiver shall, at reasonable cost and in a commercially reasonable fashion,
18 liquidate, the assets of the Receivership Estate.

19 2. The Court approves the use of a realtor's marketing analysis as one of
20 the three appraisals required by 28 U.S.C. § 2001(b).

21 3. Settling Defendants shall cooperate fully with the Liquidating
22 Receiver and take such other steps as the Liquidating Receiver may require in
23 connection with the listing, marketing, and sale of the assets of the Receivership
24 Estate.

25 4. Settling Defendants shall sign any documents necessary for the sale of
26 the assets of the Receivership Estate, including, but not limited to, powers of
27 attorney and any documents necessary to effectuate a transfer of any such assets to
28 third parties.

1 5. Settling Defendants shall cooperate fully and not interfere with the
2 Liquidating Receiver's efforts to enter onto, market, and sell the real or personal
3 property in the Receivership Estate. Settling Defendants shall provide timely and
4 reasonable access to all prospective buyers and realtors, if their cooperation or
5 assistance is necessary to accomplish such access. Settling Defendants shall have
6 no authority, discretion, or control over the Liquidating Receiver's efforts to
7 market or sell the property in the Receivership Estate.

8 6. All ad valorem taxes, any transfer fees, recording fees, other fees,
9 advertising, and any commissions associated with or resulting from the sale of the
10 assets of the Receivership Estate shall be paid from the proceeds of the sale(s) at
11 the time the assets of the Receivership Estate are sold.

12 E. The Liquidating Receiver is entitled to reasonable compensation for
13 the performance of duties pursuant to this Order and for the cost of actual out-of-
14 pocket expenses incurred by it. The Liquidating Receiver's compensation and the
15 compensation of any persons hired by it are to be paid solely from the assets of the
16 Receivership Estate or the proceeds of the sale of the assets of the Receivership
17 Estate, and such payments shall have priority over all other distributions except for
18 any transfer fees, recording fees, or other payments owed through the transfer of
19 the assets of the Receivership Estate at the time of their sale.

20 F. The Liquidating Receiver shall prepare and file all necessary reports
21 or filings to comply with applicable state or federal laws with regard to the
22 Receivership Estate, file its final report and application for fees, prepare and file
23 the tax return for the Receivership Estate, complete liquidation and terminate its
24 service within six (6) months of the date of this Order unless good cause is shown
25 to extend the estate beyond six (6) months.

26 G. Upon completion of the above tasks and the final transfer of all funds
27 to the Commission pursuant to this Section, the duties of the Liquidating Receiver
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1 shall terminate, be satisfied, and the Liquidating Receiver shall be entitled to an
2 order discharging the Liquidating Receiver.

3 **XI. COOPERATION WITH THE LIQUIDATING RECEIVER**

4 A. IT IS FURTHER ORDERED that Settling Defendants, Settling
5 Defendants' officers, agents, employees, and attorneys, and all other persons in
6 active concert or participation with any of them, who receive actual notice of this
7 Order, whether acting directly or indirectly, shall fully cooperate with and assist the
8 Liquidating Receiver. This cooperation and assistance shall include, but not be
9 limited to providing any information to the Liquidating Receiver that is reasonably
10 necessary to enable the Liquidating Receiver to exercise its authority and discharge
11 its responsibilities under this Order.

12 **XII. COOPERATION**

13 IT IS FURTHER ORDERED that Settling Defendants must fully cooperate
14 with representatives of the Commission in this case and in any investigation related
15 to or associated with the transactions or the occurrences that are the subject of the
16 Complaint. Settling Defendants must provide truthful and complete information,
17 evidence, and testimony. Defendant Khawaja must appear and Corporate
18 Defendants must cause their officers, employees, representatives, or agents to
19 appear for interviews, discovery, hearings, trials, and any other proceedings that a
20 Commission representative may reasonably request upon 5 days written notice, or
21 other reasonable notice, at such places and times as a Commission representative
22 may designate, without the service of a subpoena.

23 **XIII. ORDER ACKNOWLEDGMENTS**

24 IT IS FURTHER ORDERED that Settling Defendants obtain
25 acknowledgments of receipt of this Order:

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

1 B. For 10 years after entry of this Order, Defendant Khawaja for any
2 business that he, individually or collectively with any other Defendants, is the
3 majority owner or controls directly or indirectly, and each Corporate Defendant,
4 must deliver a copy of this Order to: (1) all principals, officers, directors, and LLC
5 managers and members; (2) all employees having managerial responsibilities and
6 all agents and representatives who participate in Payment Processing, sales,
7 marketing, compliance, or fraud monitoring; (3) any business entity resulting from
8 any change in structure as set forth in the Section titled Compliance Reporting; and
9 (4) any Financial Institution, including but not limited to, any Acquirer, Payment
10 Processor, Payment Facilitator, payment gateway, or ISO, at which the Settling
11 Defendant has a corporate account now or in the future, including a Merchant
12 Account.

13 C. Delivery of this Order must occur within 7 days of entry of this Order
14 for current personnel. For all other personnel, delivery must occur before they
15 assume their responsibilities.

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

19 **XIV. COMPLIANCE REPORTING**

20 IT IS FURTHER ORDERED that Settling Defendants make timely
21 submissions to the Commission:

22 A. One year after entry of this Order, each Settling Defendant must
23 submit a compliance report, sworn under penalty of perjury:

24 1. Each Settling Defendant must: (a) identify the primary physical,
25 postal, and email address and telephone number, as designated points of contact,
26 which representatives of the Commission may use to communicate with Settling
27 Defendant; (b) identify all of that Settling Defendant's businesses by all of their
28 names, telephone numbers, and physical, postal, email, and Internet addresses; (c)

1 describe the activities of each business, including the goods and services offered,
2 the means of advertising, marketing, and sales, and the involvement of any other
3 Defendant (which Defendant Khawaja must describe if he knows or should know
4 due to his own involvement); (d) describe in detail whether and how that Settling
5 Defendant is in compliance with each Section of this Order; and (e) provide a copy
6 of each Order Acknowledgment obtained pursuant to this Order, unless previously
7 submitted to the Commission.

8 2. Additionally, Defendant Khawaja must: (a) identify all telephone
9 numbers and all physical, postal, email and Internet addresses, including all
10 residences; (b) identify all business activities, including any business for which he
11 performs services whether as an employee or otherwise and any entity in which he
12 has any ownership interest; and (c) describe in detail his involvement in each such
13 business, including title, role, responsibilities, participation, authority, control, and
14 any ownership.

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

18 1. Each Settling Defendant must report any change in: (a) any
19 designated point of contact; or (b) the structure of any Corporate Defendant or any
20 entity that Settling Defendant has any ownership interest in or controls directly or
21 indirectly that may affect compliance obligations arising under this Order,
22 including: creation, merger, sale, or dissolution of the entity or any subsidiary,
23 parent, or affiliate that engages in any acts or practices subject to this Order.

24 2. Additionally, Defendant Khawaja must report any change in: (a)
25 name, including aliases or fictitious name, or residence address; or (b) title or role
26 in any business activity, including any business for which he performs services
27 whether as an employee or otherwise and any entity in which he has any ownership
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1 interest, and identify the name, physical address, and any Internet address of the
2 business or entity.

3 C. Each Settling Defendant must submit to the Commission notice of the
4 filing of any bankruptcy petition, insolvency proceeding, or similar proceeding by
5 or against such Settling Defendant within 14 days of its filing.

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

12 E. Unless otherwise directed by a Commission representative in writing,
13 all submissions to the Commission pursuant to this Order must be emailed to
14 DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to:
15 Associate Director for Enforcement, Bureau of Consumer Protection, Federal
16 Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580. The
17 subject line must begin: *FTC v. AlliedWallet, Inc., et al.*, Matter No. 1723155.

18 **XV. RECORDKEEPING**

19 IT IS FURTHER ORDERED that Settling Defendants must create certain
20 records for 20 years after entry of the Order, and retain each such record for 5
21 years. Specifically, Corporate Defendants and Defendant Khawaja for any
22 business that he, individually or collectively with any other Defendants, is a
23 majority owner or controls directly or indirectly, must create and retain the
24 following records:

25 A. accounting records showing the revenues from all goods or services
26 sold;

27 B. personnel records showing, for each person providing services,
28 whether as an employee or otherwise, that person’s: name; addresses; telephone

1 numbers; job title or position; dates of service; and (if applicable) the reason for
2 termination;

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

5 D. records necessary to demonstrate that Settling Defendants have
6 requested, received, and reviewed the scripts, advertising and marketing materials
7 of any Person for whom they provide any services;

8 E. all records necessary to demonstrate full compliance with each
9 provision of this Order, including all submissions to the Commission;

10 F. documents sufficient to show monthly and yearly Chargeback and
11 refund amounts both by dollar amounts and number of transactions;

12 G. all communications and contracts with credit card companies, banks,
13 Financial Institutions and Payment Processors; and

14 H. a copy of each unique advertisement or other marketing material.

15 **XVI. COMPLIANCE MONITORING**

16 IT IS FURTHER ORDERED that, for the purpose of monitoring Settling
17 Defendants' compliance with this Order and any failure to transfer any assets as
18 required by this Order:

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

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

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

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

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

13 **XVII. RETENTION OF JURISDICTION**

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

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17 **SO ORDERED** this _____ day of _____, 2019.

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UNITED STATES DISTRICT JUDGE

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SO STIPULATED AND AGREED:

FOR PLAINTIFF FEDERAL TRADE COMMISSION:

ALDEN F. ABBOT
General Counsel



Date: 5/20/2019

Andrew Hudson
Karen S. Hobbs
Federal Trade Commission
600 Pennsylvania Ave., NW
Mailstop CC-8528
Washington, DC 20580
(202) 326-2213 / ahudson@ftc.gov
(202) 326-3587 / khobbs@ftc.gov

**FOR DEFENDANTS ALLIEDWALLET, INC., ALLIED WALLET, LTD,
GTBILL, LLC, GTBILL LTD, AND AHMAD KHAWAJA:**

Date: _____

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Roger Colaizzi
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(202) 344-4704 / etberge@venable.com

ALLIEDWALLET, INC.

Date: _____
Ahmad Khawaja, Chief Executive Officer

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SO STIPULATED AND AGREED:

FOR PLAINTIFF FEDERAL TRADE COMMISSION:

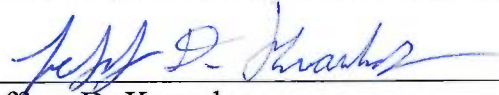
ALDEN F. ABBOT
General Counsel

Date: _____

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Washington, DC 20580
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(202) 326-3587 / khobbs@ftc.gov

**FOR DEFENDANTS ALLIEDWALLET, INC., ALLIED WALLET, LTD,
GTBILL, LLC, GTBILL LTD, AND AHMAD KHAWAJA:**

Date: 4/26/19



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(202) 344-4704 / etberge@venable.com

ALLIEDWALLET, INC.

Date: _____

Ahmad Khawaja, Chief Executive Officer

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SO STIPULATED AND AGREED:

FOR PLAINTIFF FEDERAL TRADE COMMISSION:

ALDEN F. ABBOT
General Counsel

Date: _____

Andrew Hudson
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**FOR DEFENDANTS ALLIEDWALLET, INC., ALLIED WALLET, LTD,
GTBILL, LLC, GTBILL LTD, AND AHMAD KHAWAJA:**

Date: _____

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ALLIEDWALLET, INC.



Ahmad Khawaja, Chief Executive Officer

Date: 4/26/19

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ALLIED WALLET, LTD.



Ahmad Khawaja, Chief Executive Officer

Date: 4-26-19

GTBILL, LLC



Ahmad Khawaja, Chief Executive Officer

Date: 4-26-19


GTBILL LTD.



Ahmad Khawaja, Chief Executive Officer

Date: 4-26-19

AHMAD KHAWAJA



Ahmad Khawaja

Date: 4-26-19