

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

BPO USA LLC, et al.,

Defendants.

Case No. _____

**STIPULATED ORDER FOR
PERMANENT INJUNCTION AND
MONETARY JUDGMENT AS TO
MICHAEL A. GIANNULIS,
MICHAEL R. WILLIAMS AND BPO
CORPORATE DEFENDANTS**

Plaintiff, the Federal Trade Commission (“FTC” or “Commission”), filed its Complaint for Permanent Injunction and Other Relief pursuant to Section 13(b) of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. §53(b) (“Complaint”). The FTC, individual Defendants Michael A. Giannulis (“Giannulis”), Michael R. Williams (“Williams”), and corporate Defendants BPO USA LLC, Pixx Media LLC, MyEcomClub Events LLC and Mike Antoni LLC (collectively, “BPO Corporate Defendants”) stipulate to the entry of this Stipulated Order for Permanent Injunction and Monetary Judgment (“Order”) to resolve all matters in dispute in this action between them.

THEREFORE, IT IS ORDERED as follows:

FINDINGS

- A. This Court has jurisdiction over this matter.
- B. The Complaint charges that Giannulis, Williams, and BPO Corporate Defendants participated in deceptive acts or practices in violation of Section 5 of the FTC Act, 15 U.S.C. § 45.

C. Giannulis, Williams and BPO Corporate Defendants neither admit nor deny any of the allegations in the Complaint, except as specifically stated in this Order. Only for purposes of this action, Giannulis, Williams and the BPO Corporate Defendants admit the facts necessary to establish jurisdiction.

D. Giannulis, Williams and BPO Corporate Defendants waive any claim that they may have under the Equal Access to Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this action through the date of this Order, and agree to bear their own costs and attorney fees.

E. Giannulis, Williams, BPO Corporate Defendants and the FTC waive all rights to appeal or otherwise challenge or contest the validity of this Order.

DEFINITIONS

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

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

B. **“BPO Corporate Defendant(s)”** means BPO USA LLC, Pixx Media LLC, Mike Antoni LLC, and MyEcomClub Events LLC, and each of their subsidiaries, affiliates, successors, and assigns.

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

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

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

F. **“Defendant(s)”** means BPO Corporate Defendants, SB & A Media, Inc., SB&A Group, LLC, WeRunAds, LLC, Alpha Quad Enterprises, Inc., TTZ Media, Inc., Giannulis, Williams, Steven J. Bransfield, Scott A. Zuckman, Gar Leong Chow a/k/a John Chow, individually, collectively, or in any combination.

G. **“Financial Institution”** means any institution the business of which is engaging in financial activities as described in section 4(k) of the Bank Holding Company

Act of 1956 (12 U.S.C. § 1843(k)). An institution that is significantly engaged in financial activities is a Financial Institution.

H. “**Giannulis**” means Individual Defendant Michael Anthony Giannulis, a/k/a Mike Antoni.

I. “**Individual Defendant(s)**” means Giannulis and Williams, individually, collectively, or in any combination.

J. “**Liquidating Receiver**” means Mark J. Bernet, Esq., who is presiding as the receiver appointed in the related action titled *FTC v. MOBE et al.*, Civ. No. 18-cv-862-ORL-37DCI (M.D. Fla.), and any deputy receivers that he names.

K. “**Merchant**” means a person who is authorized under a written contract with an Acquirer to honor or accept credit cards, or to transmit or process for payment credit card payments, for the purchase of goods or services or a charitable contribution.

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

M. “**Money-Making Method**” means any method, process, or technique that is offered, offered for sale, or sold, based wholly or in part on representations, either express or implied, that such method, process, or technique is non-generic or not generally available to the public, and will generate income for users or prospective purchasers.

N. “**MOBE Defendant(s)**” means MOBE Ltd., MOBEProcessing.com, Inc., Transaction Management USA, Inc., MOBETraining.com, Inc., 9336-0311 Quebec Inc.,

MOBE Pro Limited, MOBE Inc., MOBE Online Ltd., Matt Lloyd Publishing.com Pty Ltd., Matthew Lloyd McPhee a/k/a Matt Lloyd, Russell W. Whitney, and Susan Zanghi.

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

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

Q. **“Settling Defendants”** means Giannulis, Williams, and BPO Corporate Defendants, individually, collectively or in any combination.

R. **“Williams”** means Individual Defendant Michael Ryan Williams.

ORDER

I. BAN ON SALE OR MARKETING OF BUSINESS COACHING PROGRAMS AND MONEY-MAKING METHODS

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

A. Creating, advertising, marketing, promoting, offering for sale, or selling, or assisting others in creating, advertising, marketing, promoting, offering for sale, or selling any Business Coaching Program or any Money-Making Method; and

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

II. PROHIBITIONS RELATED TO MERCHANT ACCOUNTS

IT IS FURTHER ORDERED that Settling Defendants are permanently restrained and enjoined from:

A. Credit Card Laundering;

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

C. Failing to disclose to an Acquiring Bank or other Financial Institution, service provider, payment processor, independent sales organization, or other entity that enables a Person to accept payments of any kind any material information related to a Merchant

Account including, but not limited to, the identity of any owner, manager, director, or officer of the applicant for or holder of a Merchant Account, and any connection between an owner, manager, director, or officer of the applicant for or holder of a Merchant Account and any third person who has been or is placed in a Merchant Account monitoring program, had a Merchant Account terminated by a payment processor or a Financial Institution, or has been fined or otherwise disciplined in connection with a Merchant Account by a payment processor or a Financial Institution; and

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

III. PROHIBITION AGAINST MISREPRESENTATIONS

IT IS FURTHER ORDERED that Settling Defendants, their 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 advertising, marketing, promoting, or offering for sale of any goods or services, are permanently restrained and enjoined from misrepresenting or assisting others in misrepresenting, expressly or by implication:

A. That consumers who purchase any goods or services will earn or are likely to earn substantial income; or

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

IV. MONETARY JUDGMENT AND PARTIAL SUSPENSION

A. Judgment in the amount of Thirty One Million Six Hundred Thousand Dollars (\$31,600,000) is entered in favor of the Commission against the Settling Defendants, jointly and severally, as equitable monetary relief.

B. In partial satisfaction of the monetary judgment:

1. Settling Defendants are ordered to pay to the Commission Seven Hundred Sixty Thousand Dollars (\$760,000), which, as Settling Defendants stipulate, their undersigned counsel holds in escrow for no purpose other than payment to the Commission. Such payment must be made within 7 days of entry of this Order by electronic fund transfer in accordance with instructions previously provided by a representative of the Commission;

2. Within ten (10) days of entry of this Order, the Settling Defendants shall surrender or assign to the Liquidating Receiver all control, title, dominion and interest to and deliver to the Liquidating Receiver or his designated agent possession of the following property items and property rights identified in **Attachment A** to this Order. The Liquidating Receiver shall, as soon as practicable, commence the sale of the unliquidated assets identified above and surrendered or assigned pursuant to this Order using a commercially reasonable procedure. The Liquidating Receiver shall hold the surrendered or assigned assets, and the proceeds from the sale of the unliquidated assets, for future transfer to the Commission in accordance with further instructions from the Court.

C. Settling Defendants shall cooperate fully with the Commission and the Liquidating Receiver and take such steps as the Commission or the Liquidating Receiver may require, including delivering and providing access to the assets, executing any documents and providing any information, documents and signatures the Commission or the Liquidating Receiver may deem necessary, to effectuate the assignment, transfer, sale and liquidation of the assets or properties referenced in Subsection B above.

D. Upon delivery of all payments to the Commission and of all the assets to the Liquidating Receiver specified in Subsection B above, the remainder of the judgment against Settling Defendants is suspended, subject to Subsections E thru L below.

E. The Commission's agreement to the suspension of part of the judgment is expressly premised upon the truthfulness, accuracy, and completeness of Settling Defendants' sworn financial statements and related Documents (collectively, "Financial Representations") submitted to the Commission, namely:

1. The sworn amended Financial Statement of Individual Defendant Giannulis, executed on October 17, 2019, including attachments;
2. The sworn amended Financial Statement of Individual Defendant Williams, executed on October 18, 2019, including attachments;
3. The amended Financial Statement of Corporate Defendant BPO USA LLC, signed by Williams on October 15, 2019, including attachments dated October 18, 2019;
4. The amended Financial Statement of Corporate Defendant Pixx Media LLC, signed by Giannulis on October 17, 2019, including attachments dated October 18,

2019;

5. The Financial Statement of Corporate Defendant MyEcomClub Events LLC, signed by Williams on November 26, 2019;

6. The amended Financial Statement of Corporate Defendant Mike Antoni LLC, signed by Giannulis on October 17, 2019, including attachments dated October 18, 2019;

7. The supplement to Settling Defendants' financial disclosures submitted by Settling Defendants' counsel to FTC counsel via letter dated September 13, 2019 with subject line: "Responses to Questions and Additional Document Requests from FTC";

8. The supplement to Settling Defendants' financial disclosures submitted by Settling Defendants' counsel to FTC counsel via FTP file transfer on September 13, 2019 at 5:16pm EDT transmitting 35 secure files;

9. The supplement to Settling Defendants' financial disclosures submitted by Settling Defendants' counsel to FTC counsel via letter dated September 26, 2019 with subject line: "Responses to FTC's Monetary Demand and Counteroffer for Settlement";

10. The supplement to Settling Defendants' financial disclosures submitted by Settling Defendants' counsel to FTC counsel via letter dated September 27, 2019 with subject line: "Responses to FTC's Monetary Demand and Counteroffer for Settlement";

11. The supplement to Settling Defendants' financial disclosures

submitted by Settling Defendants' counsel to FTC counsel via email on September 27, 2019 at 10:13 am EDT;

12. The supplement to Settling Defendants' financial disclosures submitted by Settling Defendants' counsel to FTC counsel via email on September 26, 2019 at 12:42 pm EDT, including attached PDF file entitled "BPO Settlement Asset schedule from FTC";

13. The supplement to Settling Defendants' financial disclosures submitted by Settling Defendants' counsel to FTC counsel via email on September 27, 2019 at 10:13 am EDT;

14. The supplement to Settlement Defendants' financial disclosures sent by Settling Defendants' counsel to FTC counsel via email on October 7, 2019 at 12:02 pm EDT, including 9 attached files;

15. The supplement to Settlement Defendants' financial disclosures sent by Settling Defendants' counsel to FTC counsel via email on October 14, 2019 at 8:20 pm EDT, including 5 attached files;

16. The supplement to Settling Defendants' financial disclosures submitted by Settling Defendants' counsel to FTC counsel via FTP file transfer on October 14, 2019 at 8:21 pm EDT transmitting 31 secure files;

17. The supplement to Settlement Defendants' financial disclosures sent by Settling Defendants' counsel to FTC counsel via email on October 18, 2019 at 11:46 pm EDT, including one attached PDF file entitled "2019.10.18 Letter to S. Kim and B. Davidson re Financial Statements.pdf," one attached excel file entitled "Debt and Asset Spreadsheet

10.18.2019.xlsx,” and one zip file;

18. The supplement to Settling Defendants’ financial disclosures submitted by Settling Defendants’ counsel to FTC counsel via FTP file transfer on October 21, 2019 at 11:07 pm EDT transmitting 65 secure files;

19. The supplement to Settlement Defendants’ financial disclosures sent by Settling Defendants’ counsel to FTC counsel via letter dated October 28, 2019 entitled “47887274-v1-Response to Request for Supp Financial Data.pdf”;

20. The supplement to Settling Defendants’ financial disclosures submitted by Settling Defendants’ counsel to FTC counsel via FTP file transfer on October 28, 2019 at 9:41 am EDT transmitting 46 secure files;

21. The supplement to Settling Defendants’ financial disclosures sent by Settling Defendants’ counsel to FTC counsel via letter dated November 27, 2019 entitled “48121622-v1-2019.11.27 – Letter to S. Kim and B. Davidson update re financials – revised date.pdf”;

22. The supplement to Settling Defendants’ financial disclosures submitted by Settling Defendants’ counsel to FTC counsel via FTP file transfer on November 27, 2019 at 11:43 am EDT transmitting 203 secure files;

23. The declaration of Michael A. Giannulis, dated December 17, 2019, as to the completeness of disclosures regarding assets held by entities affiliated with BPO Corporate Defendants; and

24. The declaration of Michael R. Williams, dated December 16, 2019, as to the completeness of disclosures regarding assets held by entities affiliated with BPO

Corporate Defendants.

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

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

V. ADDITIONAL MONETARY PROVISIONS

IT IS FURTHER ORDERED that:

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

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

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

D. Settling Defendants acknowledge that their Taxpayer Identification Numbers (Social Security Numbers or Employer Identification Numbers) may be used for collecting and reporting on any delinquent amount arising out of this Order, in accordance with 31 U.S.C. § 7701.

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

VI. LIQUIDATING RECEIVER

IT IS FURTHER ORDERED that:

A. Mark J. Bernet, Esq. is appointed Liquidating Receiver with the full power of an equity receiver. The Liquidating Receiver shall be an agent of this Court, and solely the agent of this Court, in acting as Liquidating Receiver under this Order. The Liquidating Receiver shall comply with all laws and Local Rules of this Court governing receivers. Except for an act of gross negligence, the Liquidating Receiver and any professionals he

retains to assist him shall not be liable for any loss or damage incurred by Settling Defendants, their agents, servants, employees, and attorneys or any other person, by reason of any act performed or omitted to be performed by the Liquidating Receiver or any professional he retains to assist it in connection with the discharge of its duties and responsibilities.

B. Upon the transfer of possession of assets pursuant to the Section titled “Monetary Judgment and Partial Suspension,” the Liquidating Receiver shall assume responsibility for management and maintenance of the assets listed in Attachment A, except as otherwise provided, including, but not limited to taking any actions necessary to efficiently manage and liquidate (as set forth below) the assets listed in Attachment A and to maintain their value.

C. Except as otherwise provided, the Liquidating Receiver shall have all necessary powers to manage and maintain the assets listed in Attachment A including without limitation, the following powers and responsibilities:

1. To take possession of the assets listed in Attachment A.
2. To employ such counsel, real estate agents, auctioneers, appraisers, accountants, contractors, other professionals, and other such persons, including maintenance and repair persons, as may be necessary in order to carry out its duties as Liquidating Receiver and to preserve, maintain, and protect the assets listed in Attachment A.
3. To bring and defend lawsuits affecting the assets listed in Attachment A.

4. To determine or abrogate, in the Liquidating Receiver's sole sound business discretion, to the extent permitted by law, any and all agreements, contracts, understandings, or commitments entered into by Settling Defendants with respect to the assets listed in Attachment A.

5. To open new accounts with, or negotiate, compromise or otherwise modify Settling Defendants' existing obligations to third parties, including utility companies, secured creditors, other service providers or suppliers of goods and services related to the assets listed in Attachment A, and to otherwise enter into such agreements, contracts, or understandings with such third parties as are necessary to maintain, preserve, and protect the assets listed in Attachment A.

6. To open new bank accounts with respect to the Liquidating Receiver's management and operation of the assets listed in Attachment A.

D. The Liquidating Receiver shall keep a true and accurate account of any and all receipts and expenditures and periodically file with the Court a Liquidating Receivership Report under oath, accurately identifying all such revenues received and expenditures made, including adequately detailed information concerning income, expenses, payables, and receivables. These periodic filings shall be served by the Liquidating Receiver on the Commission and Settling Defendants' counsel of record.

E. The Liquidating Receiver shall take all necessary steps to enable the assets listed in Attachment A to obtain and maintain the status of a taxable "Qualified Settlement Fund," within the meaning of Section 468B of the Internal Revenue Code and of the regulations, whether proposed, temporary or final, or pronouncements thereunder, including

the filing of the elections and statements contemplated by those provisions. The Liquidating Receiver shall be designated the administrator of the Settlement Fund, pursuant to Treas. Reg. § 1.468B-2(k)(3)(i), and shall satisfy the administrative requirements imposed by Treas. Reg. § 1.468B-2, including but not limited to (a) obtaining a taxpayer identification number, (b) timely filing applicable federal, state, and local tax returns and paying taxes reported thereon, and (c) satisfying any information, reporting or withholding requirements imposed on distributions from the Settlement Fund. The Liquidating Receiver shall cause the Settlement Fund to pay taxes in a manner consistent with treatment of the Settlement Fund as a “Qualified Settlement Fund.” Settling Defendants shall cooperate with the Liquidating Receiver in fulfilling the Settlement Fund’s obligations under Treas. Reg. § 1.468B-2.

F. The Liquidating Receiver shall liquidate the assets listed in Attachment A and all net proceeds, after all necessary expenses of the Liquidating Receiver are paid pursuant to this Section, shall be paid to the Commission.

G. In liquidating the assets listed in Attachment A, the following provisions apply:

1. The Liquidating Receiver shall, at reasonable cost and in a commercially reasonable fashion, liquidate, without further approval from the Court, the assets of the assets listed in Attachment A for fair market value.

2. Settling Defendants shall cooperate fully with the Liquidating Receiver and take such other steps as the Liquidating Receiver may require in connection with the listing, marketing, and sale of the assets listed in Attachment A.

3. Settling Defendants shall sign any documents necessary for the sale of the assets listed in Attachment A, including, but not limited to, powers of attorney in favor of the Liquidating Receiver or any of his designated agents and any documents necessary to effectuate a transfer of any such assets to third parties. Settling Defendants shall also sign any documents necessary to transfer any accounts, mail, or notices related to the assets listed in Attachment A to the Liquidating Receiver.

4. Settling Defendants shall cooperate fully and not interfere with the Liquidating Receiver's efforts to market and sell the assets listed in Attachment A, including, but not limited to, the Liquidating Receiver's efforts to gain access to and show property to prospective purchasers or brokers, or to evaluate or cause its agents, representatives, or contractors to maintain, repair, restore, and evaluate the condition of the assets.

5. All ad valorem taxes, any transfer fees, recording fees, other fees, advertising, and any commissions associated with or resulting from the sale of the assets listed in Attachment A shall be paid from the proceeds of the sale(s) at the time the assets are sold.

6. Settling Defendants shall in no way profit from the sale of any assets listed in Attachment A, including by sharing in any sales commission or fee, or by receiving anything of value in kind, except that nothing herein shall be deemed a waiver or otherwise limit Settling Defendants' right to assert applicable state or federal exemptions. Provided, further, that no provision of this stipulation shall be deemed to enlarge or diminish Settling Defendants' right (or lack thereof) to assert exemptions, under state or federal law, in assets

listed in Attachment A or to enlarge or diminish the Commission's right (or lack thereof) to challenge such exemptions.

H. Any and all sums collected by the Liquidating Receiver over and above those necessary to manage and maintain the assets listed in Attachment A or those necessary to make payments authorized by this Order shall be paid to the FTC.

I. The Liquidating Receiver is entitled to reasonable compensation for the performance of duties pursuant to this Order and for the cost of actual out-of-pocket expenses incurred by him. The Liquidating Receiver's compensation and the compensation of any persons hired by him are to be paid solely from the income generated by the assets of the receivership estate or the proceeds of the sale of the assets listed in Attachment A and other sums collected by the Liquidating Receiver, and such payments shall have priority over all other distributions except for any transfer fees, recording fees, or other payments owed through the transfer of the assets listed in Attachment A at the time of their sale. The Liquidating Receiver shall file with the Court and serve on the FTC and Settling Defendants' counsel of record periodic requests for the payment of such reasonable compensation. The Liquidating Receiver shall not increase the fees or rates used as the bases for such fee applications without prior approval of the Court.

J. The Liquidating Receiver shall complete liquidation, transfer all funds to the Commission pursuant to this Section, file its final application for fees, and terminate its service within 180 calendar days of the date of this Order, unless good cause is shown to extend the estate beyond such time.

VII. CUSTOMER INFORMATION

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

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

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

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

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

VIII. COOPERATION

IT IS FURTHER ORDERED that Settling Defendants must fully cooperate with representatives of the Commission in this case and in any investigation related to or associated with the transactions or the occurrences that are the subject of the Complaint. Settling Defendants must provide truthful and complete information, evidence, and testimony. Settling Defendants must appear for interviews, discovery, hearings, trials, and any other proceedings that a Commission representative may reasonably request upon 5 days written notice, or other reasonable notice, at such places and times as a Commission representative may designate, without the service of a subpoena.

IX. ORDER ACKNOWLEDGMENTS

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

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

F. For 15 years after entry of this Order, each Individual Defendant for any business that he, individually or collectively with any other Defendants or any MOBE Defendant, is the majority owner or controls directly or indirectly, and each BPO Corporate Defendant must deliver a copy of this Order to: (1) all principals, officers, directors, and LLC managers and members; (2) all employees having managerial responsibilities for conduct related to the subject matter of the Order and all agents and representatives who participate in conduct related to the subject matter of the Order; and (3) any business entity resulting from any change in structure as set forth in the Section titled Compliance Reporting. Delivery

must occur within 7 days of entry of this Order for current personnel. For all others, delivery must occur before they assume their responsibilities.

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

X. COMPLIANCE REPORTING

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

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

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

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

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

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

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

C. Each Settling Defendant must submit to the Commission notice of the filing of

any bankruptcy petition, insolvency proceeding, or similar proceeding by or against such Settling Defendant within 14 days of its filing.

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

E. Unless otherwise directed by a Commission representative in writing, all submissions to the Commission pursuant to this Order must be emailed to DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to: Associate Director for Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580. The subject line must begin: FTC v. BPO USA LLC, et al. (BPO Defendants).

XI. RECORDKEEPING

IT IS FURTHER ORDERED that Settling Defendants must create certain records for 15 years after entry of the Order, and retain each such record for 5 years. Specifically, BPO Corporate Defendants and each Individual Defendant for any business that he, individually or collectively with any other Defendants or any MOBE Defendant, is a majority owner or controls directly or indirectly, must create and retain the following records:

- A. Accounting records showing the revenues from all goods or services sold;
- B. Personnel records showing, for each person providing services, whether as an employee or otherwise, that person’s: name; addresses; telephone numbers; job title or

position; dates of service; and (if applicable) the reason for termination;

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

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

E. A copy of each unique advertisement or other marketing material.

XII. COMPLIANCE MONITORING

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

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

B. For matters concerning this Order, the Commission is authorized to communicate directly with each Settling Defendant. Settling Defendants must permit representatives of the Commission to interview any employee or other person affiliated with any Defendant or any MOBE Defendant who has agreed to such an interview. The person interviewed may have counsel present.

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

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

XIII. RETENTION OF JURISDICTION

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

SO ORDERED, this ____ day of _____, 2020.

UNITED STATES DISTRICT COURT JUDGE

SO STIPULATED AND AGREED:

FOR PLAINTIFF:

FEDERAL TRADE COMMISSION

Alden F. Abbott
General Counsel

Date: 3/3/2020

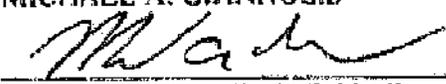


Sung W. Kim
Benjamin R. Davidson
600 Pennsylvania Ave., NW, CC-8528
Washington, DC 20580
(202) 326-2211 / skim6@ftc.gov
(202) 326-3055 / b davidson@ftc.gov
(202) 326-3395 (fax)

*Attorneys for Plaintiff
Federal Trade Commission*

FOR INDIVIDUAL DEFENDANTS:

Date: 1/7/20

MICHAEL A. GIANNULIS


Michael A. Giannulis, individually

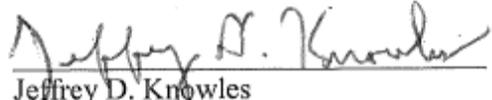
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MICHAEL R. WILLIAMS


Michael R. Williams, individually

**FOR BPO CORPORATE
DEFENDANTS:**

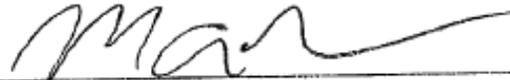
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Jeffrey D. Knowles
Gerald S. Sachs
Venable LLP
600 Massachusetts Avenue, NW
Washington, DC 20001
(202) -344-4860 / jdknowles@venable.com
(202) 344-4269 / gsachs@venable.com
(202) 344-8300 (fax)

Attorneys for Michael A. Giannulis,
Michael R. Williams, BPO USA, LLC,
Pixx Media, LLC, Mike Antoni LLC, and
MyEcomClub Events, LLC

Date: 1/7/20



Michael A. Giannulis
Chief Executive Officer/Principal of BPO
USA, LLC, Pixx Media, LLC, Mike
Antoni LLC, and MyEcomClub Events,
LLC

Attachment A

No.	Description of Property
1	2018 KTM Motorcycle Model 500 EXC-F titled in the name of Michael R. Williams (VIN: VBKEXL406JM417077)
2	Rolex Oyster Perpetual Day-Date watch with diamond bezel and diamond dial as disclosed in Giannulis' October 17, 2019 financial statement and depicted in photos from November 26, 2019 disclosures
3	Rolex Oyster Perpetual Day-Date watch with diamond bezel and diamond dial as disclosed in Williams' October 18, 2019 financial statement and depicted in photos from November 26, 2019 disclosures
4	Five gold rings bearing MOBE insignia as disclosed in Giannulis' October 17, 2019 financial statement and depicted in photos from November 26, 2019 disclosures
5	Five gold rings bearing MOBE insignia as disclosed in Williams' October 18, 2019 financial statement and depicted in photos from November 26, 2019 disclosures
6	Pushgram.co software application purchased by Pixx Media LLC on or about April 1, 2019