

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF FLORIDA
PENSACOLA DIVISION**

FEDERAL TRADE COMMISSION, and

OFFICE OF THE ATTORNEY GENERAL,
STATE OF FLORIDA, DEPARTMENT OF
LEGAL AFFAIRS,

Plaintiffs,

v.

INMATE MAGAZINE SERVICE, INC., a
Wyoming corporation,

318 LLC, a Florida limited liability company
("318 Florida"),

318 LLC, a Wyoming limited liability
company ("318 Wyoming"),

INMATE MAGAZINE SERVICE of N.A.
LLC, a Wyoming limited liability company,

INMATE MAGAZINES PLUS.COM of
N.A., LLC, a Wyoming limited liability
company,

ROY SNOWDEN, individually and as an
officer, member, manager, or owner of
INMATE MAGAZINE SERVICE, INC., 318
LLC Florida, and 318 LLC Wyoming,

Defendants.

Case No. 3:21-CV-294-TKW-HTC

**STIPULATED ORDER FOR PERMANENT INJUNCTION AND
MONETARY JUDGMENT AGAINST ROY SNOWDEN**

Plaintiffs, the Federal Trade Commission (“FTC”) and the Office of the Attorney General, State of Florida, Department of Legal Affairs (the “Florida Attorney General”), filed their Complaint for Permanent Injunction and Other Relief (“Complaint”) in this matter. The FTC brought this action pursuant to Sections 13(b) and 19 of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 53(b) and 57b, and the FTC’s Trade Regulation Rule Concerning the Sale of Mail, Internet, or Telephone Order Merchandise (“MITOR”), 16 C.F.R. Part 435. The Florida Attorney General brought this action pursuant to the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes (“FDUTPA”). Plaintiffs and Roy Snowden (“Settling Defendant”) stipulate to the entry of this Stipulated Order for Permanent Injunction and Monetary Order (“Order”) to resolve all matters in dispute in this action between them.

THEREFORE, IT IS ORDERED as follows:

FINDINGS

1. This Court has jurisdiction over this matter.
2. The Complaint charges that Settling Defendant participated in deceptive acts or practices in violation of Section 5 of the FTC Act, 15 U.S.C. § 45, MITOR, 16 C.F.R. Part 435, and FDUTPA, by participating in the deceptive marketing of

magazine subscriptions to incarcerated consumers and their loved ones. The Complaint charges that Settling Defendant failed to deliver magazine subscriptions to consumers within the advertised timeframe of 120 days, if at all; failed to provide consumers with the option to either consent to the delayed delivery or cancel their order and receive a prompt refund upon becoming aware of their inability to ship the magazines within the advertised timeframe; and, after receiving cancellation and refund requests, failed to provide consumers with a prompt refund.

3. Settling Defendant neither admits nor denies any of the allegations in the Complaint, except as specifically stated in this Order. Only for purposes of this action, Defendant admits the facts necessary to establish jurisdiction.

4. Settling Defendant waives any claim that he 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 agrees to bear his own costs and attorney fees.

5. Settling Defendant waives 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. **“Applicable Time Period”** means the time stated in Defendants’ solicitation or within 30 days of Receipt of a Properly Completed Order if no time is

stated in the solicitation.

B. **“Clear(ly) and conspicuous(ly)”** means that a required disclosure is difficult to miss (i.e., easily noticeable) and easily understandable by ordinary consumers, including in all of the following ways:

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

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

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

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

5. The disclosure must use diction and syntax understandable to ordinary consumers and must appear in each language in which the representation that requires the disclosure appears.

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

7. The disclosure must not be contradicted or mitigated by, or inconsistent with, anything else in the communication.

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

C. “**Defendants**” means the Settling Defendant and the Corporate Defendants, individually, collectively, or in any combination.

1. “**Settling Defendant**” means Roy Snowden.

2. “**Corporate Defendants**” means Inmate Magazine Service, Inc.; 318 LLC, a Florida Limited Liability Company; 318 LLC, a Wyoming Limited

Liability Company; Inmate Magazines Service of N.A. LLC; Inmate Magazines Plus.Com of N.A., LLC; and their successors and assigns.

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

E. **“Option”** means an offer made Clearly and Conspicuously and without prior demand.

F. **“Prompt,”** in the context of a Refund, means a Refund sent by any

means at least as fast and reliable as first-class mail within 7 days of the date on which the buyer's right to Refund vests under the provisions of this Court Order. Provided, however, that where Settling Defendant cannot provide a Refund by the same method payment was tendered, Prompt Refund means a Refund sent in the form of cash, check, or money order, by any means at least as fast and reliable as first class mail, within 7 days of the date on which Settling Defendant discovers Settling Defendant cannot provide a Refund by the same method as payment was tendered.

G. **"Refund"** means:

1. Where the buyer tendered full payment for the unshipped merchandise in the form of cash, check, or money order, a return of the amount tendered in the form of cash, check, or money order sent to the buyer;

2. Where there is a credit sale:

i. And Settling Defendant is a creditor, a copy of a credit memorandum or the like or an account statement sent to the buyer reflecting the removal or absence of any remaining charge incurred as a result of the sale from the buyer's account;

ii. And a third party is the creditor, an appropriate credit memorandum or the like sent to the third party creditor which will remove the charge from the buyer's account and a copy of the credit

memorandum or the like sent to the buyer that includes the date that Settling Defendant sent the credit memorandum or the like to the third party creditor and the amount of the charge to be removed, or a statement from Settling Defendant acknowledging the cancellation of the order and representing that it has not taken any action regarding the order which will result in a charge to the buyer's account with the third party;

iii. And the buyer tendered partial payment for the unshipped merchandise in the form of cash, check, or money order, a return of the amount tendered in the form of cash, check, or money order sent to the buyer.

3. Where the buyer tendered payment for the unshipped merchandise by any means other than those enumerated in (1) or (2) of this definition:

i. Instructions sent to the entity that transferred payment to Settling Defendant instructing that entity to return to the buyer the amount tendered in the form tendered and a statement sent to the buyer setting forth the instructions sent to the entity including the date of the instructions and the amount to be returned to the buyer;

ii. A return of the amount tendered in the form of cash, check

or money order sent to the buyer; or

iii. A statement from Settling Defendant sent to the buyer acknowledging the cancellation of the order and representing that Settling Defendant has not taken any action regarding the order which will access any of the buyer's funds.

H. **"Receipt of a Properly Completed Order"** means, where the buyer tenders full or partial payment in the proper amount in the form of cash, check or money order; authorization from the buyer to charge an existing charge account; or other payment methods, the time at which Settling Defendant receives both said payment and an order from the buyer containing all of the information needed by Settling Defendant to process and Ship the order.

I. **"Ship,"** or any variation thereof, including Shipment or Shipping, means the act by which the merchandise is physically placed in the possession of the carrier.

ORDER

CONDUCT RELIEF

I.

IT IS ORDERED that Settling Defendant is permanently restrained and enjoined from advertising, marketing, promoting, or offering for sale, or assisting in the advertising, marketing, promoting, or offering for sale, of any magazine

subscriptions.

II.

IT IS FURTHER ORDERED that Settling Defendant, Settling Defendant's officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with the sale of any goods ordered by mail, via the internet, or by telephone are permanently restrained and enjoined from:

A. Representing, without a reasonable basis, that Settling Defendant will: (1) Ship ordered goods within the time stated in his solicitation; (2) Ship ordered goods within 30 days after Receipt of a Properly Completed Order if no time is stated in the solicitation; or (3) Ship ordered goods by any revised Shipping date provided to buyers.

B. Informing buyers that Settling Defendant is unable to make any representation regarding the length of any Shipping delay unless Settling Defendant has a reasonable basis for so informing buyers.

C. Failing to provide buyers with the Option either to consent to the delay in Shipping or to cancel the order and receive a Prompt Refund where the Settling Defendant cannot Ship the ordered goods within the Applicable Time Period. Said Option must be provided within a reasonable time after the Settling Defendant

becomes aware of his inability to Ship within the Applicable Time Period, but in no event later than the Applicable Time Period.

1. Provided, however, that any such Option must either:
 - a. provide a definite revised Shipping date; or
 - b. where the Settling Defendant lacks a reasonable basis for providing a definite revised Shipping date, inform the buyer that:
 - i. the seller is unable to make any representation regarding the length of the delay; and
 - ii. the reason(s) for the delay.
2. Where the Settling Defendant has provided a definite revised Shipping date, pursuant to II.B.1.a, that is more than 30 days later than the Applicable Time Period, the Defendant must also Clearly and Conspicuously inform the buyer that the buyer's order will automatically be deemed to have been cancelled unless:
 - a. the Settling Defendant has Shipped the merchandise within the Applicable Time Period, and the Settling Defendant has received no cancellation request prior to Shipment; or
 - b. the buyer has specifically consented to said Shipping delay within the Applicable Time Period.

3. Where the Settling Defendant has informed the buyer that he cannot make any representation regarding the length of the delay pursuant to Section II.B.1.b, the Settling Defendant must also Clearly and Conspicuously inform the buyer that the buyer's order will automatically be deemed to have been cancelled unless:

a. the Settling Defendant has Shipped the merchandise within the Applicable Time Period, and the Settling Defendant has received no cancellation request prior to Shipment; or

b. the buyer has specifically consented to said Shipping delay within the Applicable Time Period. Provided however, the Settling Defendant must also expressly inform the buyer that the buyer will have a continuing right to cancel the order at any time after the Applicable Time Period.

D. Where the buyer has consented to a definite revised Shipping date pursuant to Section II.B, and the Settling Defendant becomes aware he is unable to Ship ordered goods by that date, failing to provide a renewed Option either to consent to a further delay or to cancel the order and receive a Prompt Refund. Said Option must be made within a reasonable time after the Settling Defendant first becomes aware of his inability to Ship before the said definite revised Shipping date, but in no

event later than the expiration of the definite revised Shipping date.

1. Provided however, that any such Option must provide a new definite revised Shipping date, unless the Defendant lacks a reasonable basis for doing so.

2. In such event, the Settling Defendant must also provide the notices required by Section II.B.1.b and Section II.B.3 of this Order.

E. Failing to cancel any order and provide the buyer with a Prompt Refund:

1. When Settling Defendant has received a cancellation and Refund request from the buyer pursuant to Section II of this Order;

2. Under the circumstances proscribed in Sections II.B.2 and II.B.3;

3. When Settling Defendant fails to provide the Option required by Section II.B and has not shipped the merchandise within the Applicable Time Period; or

4. When the Settling Defendant notifies the buyer that he has decided not to Ship the ordered goods.

III.

In any action brought by Plaintiffs alleging a violation of Section II of this Order, the failure to create and maintain records establishing compliance with Section II creates a rebuttable presumption that Settling Defendant violated the provisions of

that Section.

IV.

IT IS FURTHER ORDERED that Settling Defendant, Settling Defendant's officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with the sale of any goods ordered by mail, via the internet, or by telephone are permanently restrained and enjoined from, or assisting others in, expressly or by implication, misrepresenting:

- A. The fact that the goods will be delivered to the buyer;
- B. The time within which the buyer will receive the ordered goods;
- C. The goods the consumer ordered will be the goods delivered;
- D. Any material aspect of a Refund policy;
- E. Any other fact material to consumers concerning any goods or service, such as: the delivery of the goods; the total costs; any material restrictions, limitations, or conditions; or any material aspect of its performance, efficacy, nature, or central characteristics.

V. MONETARY JUDGMENT AND SUSPENSION

IT IS FURTHER ORDERED that:

- A. Judgment in the amount of TWO MILLION AND TWO HUNDRED

THOUSAND DOLLARS AND ZERO CENTS (\$2,200,000.00) is entered in favor of the Plaintiffs against Settling Defendant as monetary relief, jointly and severally with Defendants Inmate Magazine Service, Inc.; 318 LLC, a Florida Limited Liability Company; 318 LLC, a Wyoming Limited Liability Company; Inmate Magazines Service of N.A. LLC; and Inmate Magazines Plus.Com of N.A., LLC, to the extent any judgment is entered against them.

B. In partial satisfaction of the monetary judgment, within ten (10) days of receiving notice of this Stipulated Order by any means, the entities listed below shall turn over the account or asset identified below to the Receiver by electronic funds transfer, by certified check, or by other guaranteed funds payable and delivered to the Receiver:

1. Wells Fargo Bank, N.A., its parent corporation, subsidiaries, principals, and agents shall turn over:
 - a. Account No. XXXXXX7098, held in the name of Inmate Magazine Service, Inc.;
 - b. Account No. XXXXXX3378, held in the name of 318 LLC;
 - c. Account No. XXXXXX6771, held in the name of 318 LLC;

- d. Account No. XXXXXX7620, held in the name of Inmate Magazine Service, Inc.;
- e. Account No. XXXXXX4995, held in the name of Roy P. Snowden and Madison Snowden;
- f. Account No. XXXXXX8947, held in the name of 318 LLC;
- g. Account No. XXXXXX7227, held in the name of Magazine Subscription Superstore LLC.

2. Hancock Whitney Bank, its parent corporation, subsidiaries, principals, and agents shall turn over:

- a. Account No. XXXXXX6752, held in the name of 318 LLC;
- b. Account No. XXXXXX9510, held in the name of Inmate Magazine Service of NA LLC.

C. Settling Defendant hereby grants to the Plaintiffs all legal and equitable right, title, and interest in all assets held by the Receiver, including the funds identified above in Section V, Subsection B and those in the name of or for the benefit of Settling Defendant. After satisfaction of any Court-authorized payments to the Receiver, the Receiver shall transfer the Settling Defendant's remaining assets and

the net proceeds, if any, from the sale of any remaining assets belonging to Settling Defendant, to the Plaintiffs. Any assets or proceeds turned over to the Plaintiffs as part of Subsection B or this subsection, shall be applied to the monetary judgment described in Subsection A, with the remainder of the judgment suspended as described in the following subsections.

D. The judgment is partially suspended subject to the Subsections below:

1. Plaintiffs' agreement to the suspension of the judgment is expressly premised upon the truthfulness, accuracy, and completeness of Settling Defendant's sworn financial statements and related documents (collectively, "Financial Attestations") submitted to Plaintiffs, namely:

a. the Financial Statement of Settling Defendant Roy Snowden signed on March 10, 2021, including the attachments; and

b. the email from Settling Defendant Roy Snowden to the FTC's attorney Margaret Burgess on April 16, 2021 at 9:43 P.M. EST, in which Settling Defendant answered questions about his other business and a potential business partner; and

c. the current lease agreement for Settling Defendant's car.

E. The suspension of the judgment will be lifted as to Settling Defendant if, upon motion by Plaintiffs, 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.

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

VI. ADDITIONAL MONETARY PROVISIONS

IT IS FURTHER ORDERED that:

A. Settling Defendant relinquishes 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 Plaintiffs, 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 Plaintiffs 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 Defendant acknowledges that his Taxpayer Identification Numbers (Social Security Numbers or Employer Identification Numbers), which Settling Defendant previously submitted to Plaintiffs, 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 Plaintiffs pursuant to this Order may be deposited into a fund administered by the FTC or its designee to be used for consumer redress and any attendant expenses for the administration of any redress fund. If Plaintiffs decide that direct redress to consumers is wholly or partially impracticable or money remains after redress is completed, either Plaintiff may apply any remaining money for such other relief (including consumer information remedies) as it determines to be reasonably related to Settling Defendant's practices alleged in the Complaint. Any money not used for such relief is to be deposited to the Florida Attorney General Department of Legal Affairs Revolving Trust Fund as attorney's fees and costs as well as costs of ongoing monitoring and enforcement. Settling Defendant has no right to challenge any actions the FTC or the Florida Attorney General or their representatives may take pursuant to this Subsection.

F. The asset freeze is modified to permit the transfers identified in the

Monetary Judgment and Suspension Section. Upon completion of those transfers, the asset freeze is dissolved.

VII. CUSTOMER INFORMATION

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

A. Failing to provide sufficient customer information to enable Plaintiffs to efficiently administer consumer redress. Settling Defendant represents that he has provided this redress information to Plaintiffs. If a representative of Plaintiffs requests in writing any information related to redress, Settling Defendant must provide it, in the form prescribed by Plaintiffs, within 14 days.

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 obtained prior to entry of this Order in connection with the sale of magazines subscriptions; and

C. Failing to destroy such customer information in all forms in their possession, custody, or control within 30 days after entry of this Order.

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

IX. RECEIVERSHIP TERMINATION

IT IS FURTHER ORDERED that the Receiver must complete all duties within 120 days after entry of this Order, but any party or the Receiver may request that the Court extend that Receiver's term for good cause.

X. ORDER ACKNOWLEDGMENTS

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

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

B. For 15 years after entry of this Order, Settling 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 personnel currently working for Settling Defendant. For all others, delivery must occur before they assume their responsibilities.

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

XI. COMPLIANCE REPORTING

IT IS FURTHER ORDERED that Settling Defendant make timely

submissions to the FTC:

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

1. Settling Defendant must: (a) identify the primary physical, postal, and email address and telephone number, as designated points of contact, which representatives of Plaintiffs may use to communicate with Settling Defendant; (b) identify all of that 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 (which Settling Defendant must describe if he knows or should know due to his own involvement); (d) describe in detail whether and how 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 Plaintiffs.

2. Additionally, Settling 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 such Settling Defendant performs services whether as an employee or

otherwise and any entity in which such Defendant has any ownership interest; and (c) describe in detail Settling Defendant's involvement in each such business, including title, role, responsibilities, participation, authority, control, and any ownership.

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

1. Settling Defendant must report any change in: (a) any designated point of contact; or (b) the structure of any entity that 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, Settling 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 Settling Defendant performs services whether as an employee or otherwise and any entity in which Settling Defendant has any ownership interest, and identify the name, physical address, and any Internet address of the business or entity.

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

D. Any submission to Plaintiffs 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 representative of either Plaintiff in writing, all submissions to the FTC 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. All submissions to the Florida Attorney General pursuant to this Order must be emailed to cpenforcement@myfloridalegal.com or sent to: Office of the Attorney General, Consumer Protection Enforcement Division, PL-01 The Capitol, Tallahassee, Florida 32399. The subject line must begin: FTC v. Roy Snowden, Matter No. 3:21-CV-294.

XII. RECORDKEEPING

IT IS FURTHER ORDERED that Settling Defendant must create certain records for 15 years after entry of the Order, and retain each such record for 5 years. Specifically, for any business that Settling Defendant, individually or collectively with any other Defendants, is a majority owner or controls directly or indirectly, he 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 Plaintiffs; and
- E. A copy of each unique advertisement or other marketing material making any representation concerning the shipping, refunds, or returns of any goods ordered by mail, via the internet, or by telephone.

XIII. COMPLIANCE MONITORING

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

Defendant's compliance with this Order, including the Financial Attestations upon which the judgment was suspended:

A. Within 14 days of receipt of a written request from a representative of either Plaintiff, 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. Plaintiffs are 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, Plaintiffs are authorized to communicate directly with Settling Defendant. Settling Defendant must permit representatives of Plaintiffs to interview any employee or other person affiliated with any Defendant who has agreed to such an interview. The person interviewed may have counsel present.

C. Plaintiffs may use all other lawful means, including posing, through its representatives as consumers, suppliers, or other individuals or entities, to Settling Defendant or any individual or entity affiliated with Settling Defendant, without the necessity of identification or prior notice. Nothing in this Order limits the FTC'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 either Plaintiff, any consumer reporting agency must furnish consumer reports concerning Settling Defendant, pursuant to Section 604(1) of the Fair Credit Reporting Act, 15 U.S.C. §1681b(a)(1).

XIV. RETENTION OF JURISDICTION

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


SO ORDERED this 7th day of September, 2021.


UNITED STATES DISTRICT JUDGE

SO STIPULATED AND AGREED:

FOR PLAINTIFFS:

FEDERAL TRADE COMMISSION



Margaret Burgess, Attorney
GA Bar No. 167433
Admitted, Northern District of Florida

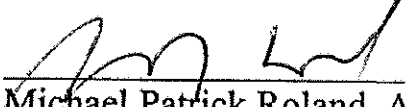
Federal Trade Commission
Southeast Region

225 Peachtree Street, N.E., Suite 1500
Atlanta, GA 30303

Telephone: (404) 656-1353 (office)
(202) 250-4693 (mobile)
Email: mburgess1@ftc.gov

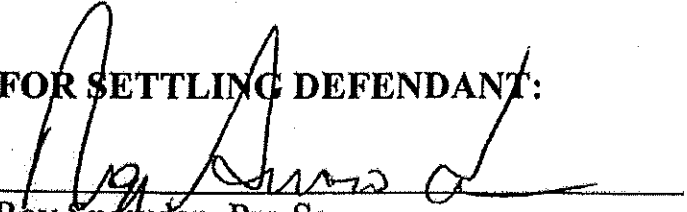
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Date: 6/29/21