

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

Case No. 06-81101-Civ-Hurley/Hopkins

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

FIDELITY ATM, INC., et al.,

Defendants.

**JOINT STIPULATION AND MOTION FOR ENTRY OF CONSENT JUDGMENT
AND PERMANENT INJUNCTION AS TO DEFENDANTS ANDREW STEINBERG,
FIDELITY ATM, INC., AND STEINBERG GROUP, INC.**

WHEREAS on November 29, 2006, Plaintiff Federal Trade Commission (“FTC” or “Commission”) filed a Complaint for Injunctive and Other Equitable Relief, including redress to consumers, against Defendants Fidelity ATM, Inc., also d/b/a Fidelity Bank Card (“Fidelity”), Steinberg Group, Inc. (“Steinberg Group”), Adam Steinberg, Andrew Steinberg, and Stephen Duffie pursuant to Sections 13(b) and 19(a) of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 53(b) and 57b(a); and

WHEREAS Plaintiff alleged in its Complaint that Defendants Fidelity ATM, Steinberg Group, Adam Steinberg, Andrew Steinberg, and Stephen Duffie engaged in deceptive acts or practices in violation of Section 5 of the FTC Act, 15 U.S.C. § 45(a), and the Commission’s Trade Regulation Rule entitled Disclosure Requirements and Prohibitions Concerning Franchise and Business Opportunity Ventures (the “Franchise Rule”), 16 C.F.R. Part 436; and

WHEREAS on December 12, 2006, Plaintiff filed an Amended Complaint adding Allison Steinberg as a Defendant in this action; and

WHEREAS Defendants Andrew Steinberg, Fidelity ATM, and Steinberg Group (hereinafter “Defendants”) and Plaintiff Federal Trade Commission desire to settle this litigation as to and among themselves without the adjudication of any issue of fact or law;


IT IS THEREFORE STIPULATED AND AGREED by and among Plaintiff Federal Trade Commission and Defendants Andrew Steinberg, Fidelity ATM, and Steinberg Group as follows:

1. This Court has jurisdiction over the parties and subject matter of this case pursuant to 15 U.S.C. §§ 53(b), 57b; and 28 U.S.C. §§ 1331, 1337(a), and 1345.
2. The attached proposed Consent Judgment and Permanent Injunction (hereafter "Judgment"), annexed hereto as Exhibit 1, may be entered without the taking of evidence, and without trial or adjudication of any issue of fact or law, to resolve all matters of dispute among Plaintiff and Defendants. Upon entry, the Judgment shall constitute a full, complete, and final settlement of this action as to Defendants.
3. Venue in this District is proper as to all Defendants under 15 U.S.C. § 53(b) and 28 U.S.C. § 1391(b) and (c).
4. Defendants' activities, as alleged in the Amended Complaint, are in or affecting "commerce," as that term is defined in Section 4 of the FTC Act, 15 U.S.C. § 44.
5. The Amended Complaint states claims upon which relief may be granted against Defendants under Sections 5(a), 13(b), and 19 of the FTC Act, 15 U.S.C. §§ 45(a), 53(b), and 57b, and the Franchise Rule, 16 C.F.R. Part 436.
6. Defendants have entered into this Stipulation freely and without coercion. Defendants further acknowledge that they have read and understand the provisions of the Judgment and are prepared to abide by them.
7. Plaintiff and Defendants, individually and by and through counsel and authorized representatives, have agreed that the entry of the Judgment resolves all matters of dispute among them arising from the Amended Complaint in this action, up to the date of entry of the Judgment.
8. Defendants waive any and all claims to the assets of Fidelity and Steinberg Group, including any assets currently in the possession of the Receiver appointed by the Court in this matter, Carl F. Schoeppl, Esq., and further stipulate that these assets are to be transferred to the FTC to be used for equitable relief as described in Paragraph III.C. of the Judgment.

9. Defendants waive all rights to seek appellate review or otherwise challenge or contest the validity of the Judgment. Defendants further waive and release any claims they may have against the Commission, its employees, representatives, or agents.
10. Defendants agree that the Judgment does not entitle Defendants to seek or to obtain attorneys' fees as prevailing parties under the Equal Access to Justice Act, 28 U.S.C. § 2412, and Defendants further waive any right to attorneys' fees that may arise under said law or any other provision of state or federal law.
11. The Judgment is in addition to, and not in lieu of, any other civil or criminal remedies that may be provided by law.
12. Except as expressly provided therein, no provision of this Stipulation or the Judgment shall be construed as an admission that Defendants have violated the FTC Act, the Franchise Rule, or engaged in unlawful conduct, or that the facts as alleged in the Amended Complaint, other than jurisdictional facts, are true.
13. Entry of this Stipulation and the Judgment is in the public interest.
14. Defendants will accept notice of entry of judgment entered in this action by delivery to their counsel of record via CM/ECF, and agree that such service will be deemed personal service upon them for all purposes, including contempt.

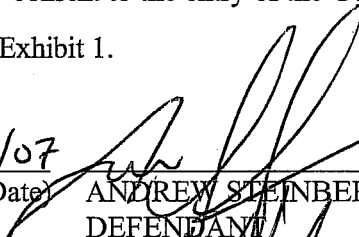
CONSENT

The undersigned, individually and by and through their counsel and authorized representatives' signatures below, hereby consent to the entry of the Consent Judgment and Permanent Injunction attached hereto as Exhibit 1.



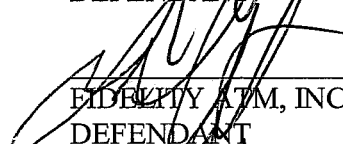
 RICHARD McKEWEN
 D.C. Bar. No. 482969
 S.D. Fla. Bar. No. A5501046
 J. RONALD BROOKE, JR.
 Federal Trade Commission
 600 Pennsylvania Ave., NW, H-286
 Washington, DC 20580
 (ph) 202-326-3071 (McKewen)

12/17/07
(Date)



 ANDREW STEINBERG
 DEFENDANT

10-15-07
(Date)




 FIDELITY ATM, INC.
 DEFENDANT

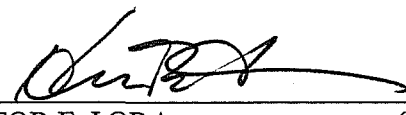
10-15-07
(Date)

by: Andrew Steinberg
 [name, title] *Defunct Officer*

(ph) 202-326-3484 (Brooke)
(fax) 202-326-3395
rmckewen@ftc.gov
jbrooke@ftc.gov

COUNSEL FOR PLAINTIFF
FEDERAL TRADE COMMISSION

 10-17-07
STEINBERG GROUP, INC. (Date)
DEFENDANT
by: Andrew Steinberg
[name, title] President

 10/25/07
HECTOR E. LORA (Date)
Fla. Bar. No. 0755842
Cove & Associates, P.A.
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(fax) 954-921-1621
hel@covelaw.com

COUNSEL FOR DEFENDANTS
ANDREW STEINBERG, FIDELITY ATM,
INC., AND STEINBERG GROUP, INC.

CERTIFICATE OF SERVICE

I hereby certify that on this 17th day of December, 2007, I filed the foregoing document with the Clerk of the Court using CM/ECF. I also certify that the foregoing document is being served this day on all counsel of record or pro se parties identified below, in the manner specified, either via transmission of Notices of Electronic Filing generated by CM/ECF or in some other authorized manner for those counsel or parties who are not authorized to receive electronically Notices of Electronic Filing.

s/Richard McKewen
RICHARD McKEWEN

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Counsel for Defendants

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*Counsel for Claimant United Cash
Solutions, Inc.*

EXHIBIT 1

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

Case No. 06-81101-Civ-Hurley/Hopkins

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

FIDELITY ATM, INC., et al.,

Defendants.

**[PROPOSED]
CONSENT JUDGMENT AND PERMANENT INJUNCTION
AS TO DEFENDANTS ANDREW STEINBERG, FIDELITY ATM, INC.,
AND STEINBERG GROUP, INC.**

THIS CAUSE came before the Court upon the joint stipulation of Defendants Andrew Steinberg, Fidelity ATM, Inc. also d/b/a Fidelity Bank Card (“Fidelity ATM”), and Steinberg Group, Inc. (“Steinberg Group”) (collectively, “Defendants”) and Plaintiff Federal Trade Commission (“FTC” or “Commission”).

On December 12, 2006, Plaintiff filed an Amended Complaint for Injunctive and Other Equitable Relief against Defendants pursuant to Sections 13(b) and 19(a) of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 53(b) and 57b(a). Plaintiff alleged in its Amended Complaint that Defendants, along with other named defendants, engaged in deceptive acts or practices in violation of Section 5 of the FTC Act, 15 U.S.C. § 45(a), and the Commission’s Trade Regulation Rule entitled Disclosure Requirements and Prohibitions Concerning Franchise and Business Opportunity Ventures (the “Franchise Rule”), 16 C.F.R. Part 436.

AND NOW, Plaintiff and Defendants having decided to settle this litigation and having stipulated that this Consent Judgment and Permanent Injunction (“Judgment”) may be entered without the taking of evidence or adjudication of any issue of fact or law, and the Court being

otherwise fully advised in the premises and good cause appearing, **IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** as follows:

FINDINGS

1. This Court has jurisdiction of the subject matter of this case and jurisdiction over Defendants.
2. Venue in this District is proper under 15 U.S.C. § 53(b) and 28 U.S.C. § 1391(b) and (c).
3. Defendants' activities, as alleged in the Amended Complaint, are in or affecting "commerce," as that term is defined in Section 4 of the FTC Act, 15 U.S.C. § 44.
4. The Amended Complaint states a claim upon which relief may be granted against Defendants under Sections 5(a), 13(b), and 19 of the FTC Act, 15 U.S.C. §§ 45(a), 53(b), and 57b, and the Franchise Rule, 16 C.F.R. Part 436.
5. Defendants have stipulated to the entry of this Judgment freely and without coercion. Defendants have acknowledged that they have read the provisions of this Judgment and are prepared to abide by them.
6. Plaintiff and Defendants have agreed that the entry of this Judgment resolves all matters of dispute among them arising from the Amended Complaint in this action, up to the date of entry of the Judgment.
7. Defendants have waived all rights to seek appellate review or otherwise challenge or contest the validity of this Judgment. Defendants have further waived and released any claims they may have against the Commission, its employees, representatives, or agents.
8. Defendants waive any and all claims to the assets of Fidelity and Steinberg Group, including any assets currently in possession of the Receiver appointed by the Court in this matter, Carl F. Schoepl, Esq., and further stipulate that these assets are to be transferred to the FTC to be used for equitable relief as described in Paragraph III.C.
9. Defendants are not entitled to seek or to obtain attorneys' fees as prevailing parties under the Equal Access to Justice Act, 28 U.S.C. § 2412, and Defendants have further waived any rights to attorneys' fees that may arise under said law, or any other federal or state law.

10. This Judgment is in addition to, and not in lieu of, any other civil or criminal remedies that may be provided by law.
11. Except as expressly provided herein, no provision of this Judgment shall be construed as an admission that Defendants have engaged in violations of the FTC Act or the Franchise Rule.
12. Entry of this Judgment is in the public interest, and there being no just reason for delay, the Clerk is directed to enter judgment immediately.

DEFINITIONS

1. “Assets” means any legal or equitable interest in, right to, or claim to, any real and personal property, including, but not limited to, chattel, goods, instruments, equipment, fixtures, general intangibles, inventory, checks, notes, leaseholds, effects, contracts, mail or other deliveries, shares of stock, lists of consumer names, accounts, credits, premises, receivables, funds, and cash, wherever located, whether in the United States or abroad;
2. “Business Venture” means any written or oral business arrangement, however denominated, regardless of whether covered by the Franchise Rule or Business Opportunity Rule, which consists of the payment of any consideration in exchange for:
 - a. the right or means to offer, sell, or distribute goods or services (regardless of whether identified by a trademark, service mark, trade name, advertising, or other commercial symbol); and
 - b. more than nominal assistance to any person or entity in connection with or incident to the establishment, maintenance, or operation of a new business or the entry by an existing business into a new line or type of business;
3. “Franchise Rule” means the FTC Trade Regulation Rule titled “Disclosure Requirements and Prohibitions Concerning Franchising,” codified at 16 C.F.R. Part 436, or as it may be amended;
4. “Business Opportunity Rule” means the FTC Trade Regulation Rule titled “Disclosure Requirements and Prohibitions Concerning Business Opportunities,” codified at 16 C.F.R. Part 437, or as it may be amended;

5. “Investment Opportunity” means any interest, product or service, other than a business arrangement covered by the Franchise Rule or Business Opportunity Rule, including any partnership, interest in any partnership, stock or other beneficial interest, tangible or intangible, that is offered for sale, traded or sold to consumers based, wholly or in part, on material representations, express or implied, that the interest, product or service may generate financial return or appreciate in value;
6. “Individual Defendant” means Andrew Steinberg;
7. “Corporate Defendants” means Fidelity ATM, Inc. also d/b/a Fidelity Bank Card, and Steinberg Group, Inc., individually, collectively, or in any combination;
8. “Defendants” means the Individual and Corporate Defendants as defined herein, individually, collectively, or in any combination;
9. “Document” is synonymous in meaning and equal in scope to the usage of the term in Fed. R. Civ. P. 34(a), and includes writings, drawings, graphs, charts, photographs, audio and video recordings, computer records, and other data compilations from which information can be obtained and translated, if necessary, through detection devices into reasonably usable form. A draft or non-identical copy is a separate document within the meaning of the term;
10. “Receiver” shall mean Carl F. Schoepl, Esq., the Receiver appointed by the Court in this matter over Receivership Defendants; and
11. “Receivership Defendants” shall mean the Corporate Defendants.

ORDER

I. BAN AGAINST ANY INVOLVEMENT BY DEFENDANTS IN THE OFFER OR SALE OF BUSINESS VENTURES

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

- A. Advertising, marketing, promoting, offering for sale, or selling any business venture to any person, or assisting in the advertising, marketing, promoting, offering for sale, or sale of any business venture to any person; or

- B. Holding any ownership interest, share, or stock in any business entity engaged in or assisting in the advertising, marketing, promoting, offering for sale, or sale of any business venture.

**II. PROHIBITION AGAINST VIOLATION OF SECTION 5
OF THE FEDERAL TRADE COMMISSION ACT**

IT IS FURTHER ORDERED that, in connection with the offering for sale or sale of any good or service, Defendants and their agents, employees, officers, corporations, successors, assigns, and all those persons in active participation with them who receive actual notice of this Judgment by personal service or otherwise, are hereby permanently restrained and enjoined from:

- A. Misrepresenting, directly or by implication, to any potential purchaser of goods or services, any material fact, including, but not limited to:
 - 1. The sales or transaction volume, income, or profit likely to be achieved from the purchase of any goods or services;
 - 2. The total cost to purchase, receive, or use, and the quantity or nature of, any goods or services that are subject to the sales offer;
 - 3. Any material restrictions, limitations, or conditions to purchase, receive, or use the goods or services;
 - 4. Any material aspect of the nature or terms of a refund, cancellation, exchange or repurchase policy for the goods or services; and
- B. Providing substantial assistance to any third party to make any material misrepresentation, including, but not limited to, those misrepresentations prohibited by Paragraph II.A, above.

III. EQUITABLE MONETARY RELIEF

IT IS FURTHER ORDERED that:

- A. Judgment is hereby entered in favor of Plaintiff Federal Trade Commission and against Defendants, jointly and severally, in the amount of \$4,250,000 (four million two hundred fifty thousand dollars), which the FTC alleges is the amount of injury suffered by consumers. Upon Defendants' compliance with the provisions of Paragraph III.B of this Judgment, the payment requirements of this Judgment shall

be suspended subject to the conditions set forth in Paragraphs III.D and III.E of this Judgment.

- B. This Judgment shall be partially satisfied by Defendants' transfer of the following assets to the Commission:
1. For each bank or brokerage account listed in Appendix A of this Judgment, Defendants shall, within five (5) days of entry of this Judgment, remit the entire balance of each account to the Commission by certified check(s) or other guaranteed funds payable to the Federal Trade Commission, Financial Management Office, or by wire transfer in accordance with directions provided by the Commission. In no event shall the sum of all balances remitted by Defendants pursuant to this Paragraph III.B.1 be less than \$86,900.00 (eighty-six thousand nine hundred dollars). The check(s) or written confirmation of the wire transfer(s) shall be delivered to: Associate Director, Division of Marketing Practices, 600 Pennsylvania Avenue, NW, H-286, Washington, DC 20580;
 2. For all other assets listed in Appendix A, Defendants shall, within ten (10) days of entry of this Judgment, execute and record such documents as necessary to transfer title of those assets to the Commission or its designated transferee, and Defendants shall, within five (5) days of entry of this Judgment, deliver physical custody of such assets to the Receiver. The Receiver shall, as soon as practicable upon receipt of such assets and transfer of title, commence their liquidation, and Defendants shall have no right to challenge said liquidation. Any transfer fees, taxes, or other payments mandated from the transferor under state law shall be paid from the proceeds of each sale at the time each such asset is sold. Following liquidation of such assets, the Receiver shall forward the net proceeds to the Commission within 30 days, as the Commission may direct; and
 3. For any funds deposited into the Court registry pursuant to this Court's June 8, 2007, Order [D.E. 71], the Clerk of Court is directed to remit the entire

balance of those funds, including any accumulated interest, to the Commission.

- C. Any and all funds or assets transferred or paid pursuant to this Part III shall be deposited into a fund administered by the Commission or its agent to be used for equitable relief, including, but not limited to, consumer redress and any attendant expenses for the administration of any redress fund. In the event that redress to consumers is wholly or partially impracticable, or any funds remain after redress is completed, the Commission may apply any remaining funds to such other equitable relief (including consumer information remedies) as it determines to be reasonably related to Defendants' practices alleged in the Amended Complaint. Any funds not used for such equitable relief shall be deposited in the United States Treasury as disgorgement. Defendants shall have no right to contest the manner of distribution or other disposition of funds chosen by the Commission. The Commission in its sole discretion may use a designated agent to administer consumer redress.
- D. In the event of any default in the transfer of assets required by Paragraphs III.B.1 or III.B.2, which default continues for ten (10) days beyond the due date of transfer, the entire unpaid monetary judgment of \$4,250,000, together with interest, as computed pursuant to 28 U.S.C. § 1961 from the date of default to the date of payment, shall immediately become due and payable, and in that event, Plaintiff is hereby authorized to execute judgment for such amount against Defendants. Provided, however, that in all other respects this Judgment shall remain in full force and effect.
- E. Plaintiff's agreement to this Judgment is expressly premised upon the truthfulness, accuracy, and completeness of Defendants' sworn financial statements dated December 13 and 21, 2006, and supporting documents, as well as the sworn deposition testimony given by Defendants on July 25, 2007, all of which include material information upon which Plaintiff has relied in negotiating and agreeing to this Judgment. If, upon motion by Plaintiff, this Court finds that Defendants have failed to disclose any material asset or materially misstated the value of any asset in

the financial statements, related documents, or testimony described above, or have made any other material misstatement or omission in the financial statements, related documents, or testimony described above, then the Court shall lift the suspension of the judgment and require payment of the full amount of the judgment described in Paragraph III.A, less the net value of all assets transferred pursuant to Paragraph III.B of this Judgment. This amount shall be immediately due and payable, together with interest computed at the rate prescribed under 28 U.S.C. § 1961. Provided, however, that in all other respects this Judgment shall remain in full force and effect.

- F. In accordance with 31 U.S.C. § 7701, Defendants are hereby required, unless they have done so already, to furnish the Commission their taxpayer identification numbers (Social Security numbers and employer identification numbers), which shall be used for purposes of collecting and reporting on any delinquent amount arising out of Defendants' relationship with the government.
- G. Defendant Andrew Steinberg is further required, unless he has done so already, to provide the Commission with clear, legible and full-size photocopies of all valid driver's licenses he possesses, which will be used for reporting and compliance purposes.
- H. Defendants agree that the facts as alleged in the Amended Complaint filed in this action shall be taken as true, without further proof, for the purpose of any action to collect the judgment, including, but not limited to, a nondischargeability complaint in any bankruptcy case.
- I. Any proceedings instituted under this Part III are in addition to, and not in lieu of, any other civil or criminal remedies that may be provided by law, including any other proceedings Plaintiff may initiate to enforce this Judgment.

IV. LIFTING OF THE ASSET FREEZE

IT IS FURTHER ORDERED that the freeze of Defendants' assets pursuant to the Stipulated Preliminary Injunction signed by the Court on January 6, 2007, and entered on January 10, 2007, shall be lifted to the extent necessary to transfer assets pursuant to Paragraph III.B of

this Judgment. Once all such assets have been transferred, the freeze of Defendants' remaining assets shall be lifted permanently.

V. ACKNOWLEDGMENT OF RECEIPT OF JUDGMENT

IT IS FURTHER ORDERED that, within five (5) business days of receipt of this Judgment as entered by the Court, Defendant Andrew Steinberg must submit to the Commission a truthful sworn statement acknowledging receipt of this Judgment.

VI. DISTRIBUTION OF JUDGMENT BY DEFENDANTS

IT IS FURTHER ORDERED that, for a period of five (5) years from the date of entry of this Judgment, each of the Defendants shall deliver copies of this Judgment as directed below:

- A. Corporate Defendants: Each Corporate Defendant must deliver a copy of this Judgment to all of its principals, officers, directors, and managers. Each Corporate Defendant also must deliver copies of this Judgment to all of its employees, agents, and representatives who engage in the offer or sale of investment opportunities. For current personnel, delivery shall be within five (5) days of service of this Judgment upon Defendants. For new personnel, delivery shall occur prior to their assumption of their responsibilities;
- B. Individual Defendant as Control Person: For any business that Defendant Andrew Steinberg controls, directly or indirectly, or in which he has a majority ownership interest, Defendant Andrew Steinberg must deliver a copy of this Judgment to all principals, officers, directors, and managers of that business. Defendant Andrew Steinberg must also deliver copies of this Judgment to all employees, agents and representatives of the business who engage in the offer or sale of investment opportunities. For current personnel, delivery shall be within five (5) days of service of this Judgment upon Defendant Andrew Steinberg. For new personnel, delivery shall occur prior to their assumption of their responsibilities;
- C. Individual Defendant as Employee or Non-Control Person: For any business where Defendant Andrew Steinberg is not a controlling person of the business but otherwise engages in the offer or sale of investment opportunities, Defendant

Andrew Steinberg must deliver a copy of this Judgment to all principals and managers of such business before engaging in such conduct; and

- D. The Corporate and Individual Defendants must secure a signed and dated statement acknowledging receipt of the Judgment within thirty (30) days of delivery, from all persons receiving a copy of the Judgment pursuant to this Part VI.

VII. COMPLIANCE REPORTING BY DEFENDANTS

IT IS FURTHER ORDERED that, in order that compliance with the provisions of this Judgment may be monitored:

- A. For a period of five (5) years from the date of entry of this Judgment:
1. Defendant Andrew Steinberg shall notify the Commission in writing of the following:
 - a. Any changes in Defendant Andrew Steinberg's residence, mailing addresses, and telephone numbers, within ten (10) days of the date of such change;
 - b. Any changes in Defendant Andrew Steinberg's employment status (including self-employment), and any change in the ownership of Defendant Andrew Steinberg in any business entity, within ten (10) days of such change. Such notice shall include the name and address of each business that Defendant Andrew Steinberg is affiliated with, employed by, creates or forms, or performs services for; a statement of the nature of the business; and a statement of Defendant Andrew Steinberg's duties and responsibilities in connection with the business or employment; and
 - c. Any changes in Defendant Andrew Steinberg's name, and any aliases or fictitious names adopted or used by Defendant Andrew Steinberg.
 2. Defendant Andrew Steinberg and the Corporate Defendants shall notify the Commission of any changes in the corporate structure of any Corporate Defendants or any business entity that Defendant Andrew Steinberg directly or indirectly controls, or has a majority ownership interest in, that may affect compliance obligations arising under this Judgment including, but not

limited to, a dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor entity; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this Judgment; the filing of a bankruptcy petition; or a change in the corporate name or address at least 30 days prior to such change; provided that, with respect to any proposed change in such a business entity about which the Defendant learns less than thirty (30) days prior to the date such action is to take place, the Defendant shall notify the Commission as soon as is practicable after obtaining such knowledge.

- B. One hundred eighty (180) days after the date of entry of this Judgment the Corporate Defendants and Defendant Andrew Steinberg shall provide a written report to the FTC, sworn to under penalty of perjury, setting forth in detail the manner and form in which they have complied and are complying with this Judgment. This report shall include, but not be limited to:
1. For Defendant Andrew Steinberg:
 - a. The then-current residence address, mailing addresses, and telephone numbers of Defendant Andrew Steinberg;
 - b. The then-current employment and business addresses and telephone numbers of Defendant Andrew Steinberg, a description of the business activities of each such employer or business, and the title and responsibilities of Defendant Andrew Steinberg, for each such employer or business; and
 - c. Any other changes required to be reported under Paragraph VII.A of this Judgment.
 2. For all Defendants:
 - a. A copy of each acknowledgment of receipt of this Judgment, obtained pursuant to Part VI of this Judgment; and
 - b. Any other changes required to be reported under Paragraph VII.A of this Judgment.

- C. For the purposes of this Judgment, the Defendants shall, unless otherwise directed by the Commission's authorized representatives, mail all written notifications to the FTC to:

Associate Director for Enforcement
Federal Trade Commission
600 Pennsylvania Ave., NW
Washington, DC 20580
Re: *FTC v. Fidelity ATM, Inc.*, No. 06-81101 (S.D. Fla.)

- D. For the purposes of this Part VII, "employment" includes, but is not limited to, the performance of services as an employee, consultant, or independent contractor; and "employers" include any individual or entity for whom a Defendant performs services as an employee, consultant, or independent contractor.
- E. For purposes of the compliance reporting required by this Part VII, the Commission is authorized to communicate directly with each of the Defendants.

VIII. RECORD-KEEPING PROVISIONS

IT IS FURTHER ORDERED that, for a period of eight (8) years from the date of entry of this Judgment, in connection with any business that Defendant Andrew Steinberg directly or indirectly manages, controls, or has a majority ownership interest in, Defendant Andrew Steinberg is hereby permanently restrained and enjoined from failing to create and retain the following records:

- A. Accounting records that reflect the cost of goods or services sold, revenues generated, and the disbursement of such revenues;
- B. Personnel records accurately reflecting: the name, address, and telephone number of each person employed in any capacity by such business, including as an independent contractor; that person's job title or position; the date upon which the person commenced work; and the date and reason for the person's termination, if applicable;
- C. Customer files containing the names, addresses, telephone numbers, dollar amounts paid, quantity of items or services purchased, and a description of the items or

services purchased, to the extent such information is obtained in the ordinary course of business;

- D. Complaints and refund requests (whether received directly, indirectly or through any third party) and any responses to those complaints or requests;
- E. Copies of all sales scripts, training materials, advertisements, or other marketing materials disseminated by the business or Defendant Andrew Steinberg to any person, including e-mail and Internet web sites or web pages, relating to any good, service, company, or web site of the business or Defendant Andrew Steinberg; and
- F. All records and documents necessary to demonstrate fully Defendant Andrew Steinberg's compliance with each provision of this Judgment.

IX. COMPLIANCE MONITORING

IT IS FURTHER ORDERED that, for the purpose of monitoring and investigating compliance with any provision of this Judgment,

- A. Within ten (10) days of receipt of written notice from a representative of the Commission, Defendant Andrew Steinberg shall submit additional written reports, sworn to under penalty of perjury; produce documents for inspection and copying; appear for deposition; and/or provide entry during normal business hours to any business location in Defendant Andrew Steinberg's possession or direct or indirect control for inspection of the business operation;
- B. In addition, the Commission is authorized to monitor compliance with this Judgment by all other lawful means, including, but not limited to, the following:
 - 1. Obtaining discovery from any person, without further leave of court, using the procedures prescribed by Fed. R. Civ. P. 30, 31, 33, 34, 36, and 45; and
 - 2. Posing as consumers or suppliers to: Defendants, their employees, or any entity managed or controlled in whole or in part by Defendants, without the necessity of identification or prior notice; and
- C. Defendant Andrew Steinberg shall permit representatives of the Commission to interview any employer, consultant, independent contractor, representative, agent, or employee who has agreed to such an interview, relating in any way to any

conduct subject to this Judgment. The person interviewed may have counsel present.

Provided, however, that nothing in this Judgment shall limit 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, to obtain any documentary material, tangible things, testimony, or information relevant to unfair or deceptive acts or practices in or affecting commerce (within the meaning of 15 U.S.C. § 45(a)(1)).

X. PROHIBITIONS INVOLVING CONSUMER LISTS

IT IS FURTHER ORDERED that each of the Defendants are hereby permanently restrained and enjoined from selling, renting, leasing, transferring, or otherwise disclosing the name, address, telephone number, credit card number, bank account number, e-mail address, or other identifying information of any person who paid any money to any Defendant, at any time prior to entry of this Judgment, in connection with the advertising, promotion, marketing, offering for sale, or sale of any good or service; provided, however, that Defendants may disclose such identifying information to a law enforcement agency, or as required by any law, regulation or court order.

XI. COOPERATION WITH RECEIVER

IT IS FURTHER ORDERED that, so long as the Receivership remains in effect, Defendants shall cooperate fully with the Receiver in: (a) pursuing any and all claims by the Receivership against third parties; (b) assisting the Receiver in defending any and all actions or claims brought against the Receivership by third parties; and (c) executing any documents necessary to transfer assets or ownership interests to the Receiver pursuant to the terms of this Judgment.

XII. PRIOR RECEIVERSHIP POWERS

IT IS FURTHER ORDERED that, to the extent they are not inconsistent with this Judgment, all powers granted to the Receiver pursuant to the Stipulated Preliminary Injunction entered January 10, 2007, shall remain in full force and effect.

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XIII. WINDING UP OF RECEIVERSHIP DEFENDANTS

IT IS FURTHER ORDERED that the Receiver shall liquidate all assets of Receivership Defendants and wind up all activities and operations of Receivership Defendants and their subsidiary and affiliated entities. Upon approval of the Court, and the Court's issuance of an Order for Final Payment, the Receiver shall transfer to the Commission or its agent all funds in the Receivership estate, less fees and expenses as allowed by the Court, toward satisfaction of the judgment entered herein.

XIV. COMPENSATION OF RECEIVER

IT IS FURTHER ORDERED that the Receiver and those he employs are entitled to reasonable compensation for the performance of duties pursuant to this Judgment and for the costs of actual out-of-pocket expenses incurred by them, said compensation to come from the Receivership Defendants' assets held by or in the possession or control of, or which may be received by, the Receiver or Receivership Defendants.

XV. TERMINATION OF RECEIVERSHIP

IT IS FURTHER ORDERED that the Receiver shall, if he has not already done so, file his final report and request for fees and expenses within 180 days of the execution of this Judgment, unless good cause is shown to extend the Receivership beyond 180 days. The Receiver's final report and request for fees and expenses shall be served upon the parties through counsel. Plaintiff may object within 15 days of receipt, but Defendants shall have no right to object. Upon submission of the Receiver's final report or upon this Court's Order for Final Payment, whichever is later, and subject to the terms set forth in Part XIII herein, the Receivership shall terminate.

XVI. FEES AND COSTS

IT IS FURTHER ORDERED that each party to this Judgment hereby agrees to bear its own costs and attorneys' fees incurred in connection with this action.

XVII. DUTY TO COOPERATE WITH COMMISSION

IT IS FURTHER ORDERED that Defendants shall cooperate fully, truthfully and completely with the Federal Trade Commission in any litigation related to this matter. This

cooperation includes, but is not limited to, maintaining all documents relevant to the litigation and assisting in the preparation of testimony and testifying fully, truthfully and completely at any trial related to this matter, if called upon to do so.

XVIII. SEVERABILITY

IT IS FURTHER ORDERED that the provisions of this Judgment are separate and severable from one another. If any provision is stayed or determined to be invalid, the remaining provisions shall remain in full force and effect.

XIX. RETENTION OF JURISDICTION

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

XX. ENTRY OF ORDER

IT IS FURTHER ORDERED that, there being no just reason for delay, the Clerk of Court is hereby directed to enter this Judgment immediately.

SO ORDERED, this ____ day of _____, 2007.

DANIEL T.K. HURLEY
UNITED STATES DISTRICT JUDGE

APPENDIX A

Description of Asset	Identifying Information
Charles Schwab Securities Account in the name of Andrew Steinberg	Acct. No. [REDACTED]-[REDACTED]
Wachovia National Bank, N.A. Account in the name of Andrew Steinberg Account in the name of Andrew Steinberg Account in the name of Andrew Steinberg Account in the name of Fidelity ATM, Inc. Account in the name of Fidelity ATM, Inc. Account in the name of Steinberg Group, Inc. Account in the name of Steinberg Group, Inc. Account in the name of Steinberg Group, Inc. Account in the name of Steinberg Group, Inc.	Acct. No. [REDACTED] Acct. No. [REDACTED] Acct. No. [REDACTED] Acct. No. [REDACTED] Acct. No. [REDACTED] Acct. No. [REDACTED] Acct. No. [REDACTED] Acct. No. [REDACTED]
Bank of America Account in the name of Andrew Steinberg	Acct. No. [REDACTED]
2006 Harley-Davidson Nightrod Registered in the name of Andrew Steinberg	VIN: [REDACTED]
Man's Rolex Watch	Identified in Deposition of Andrew Steinberg