

UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

J. WILLIAM ENTERPRISES, LLC, a Florida  
limited liability company, also d/b/a PRO  
TIMESHARE RESALES;

PRO TIMESHARE RESALES OF FLAGLER  
BEACH LLC, a Florida limited liability company;

JESS KINMONT, individually and as an officer of  
J. WILLIAM ENTERPRISES, LLC and PRO  
TIMESHARE RESALES, LLC;

and

JOHN P. WENZ, JR., individually and as an officer  
of PRO TIMESHARE RESALES OF FLAGLER  
BEACH LLC;

Defendants.

Case No. **6:16-cv-2123-ORL-31DCI**

**STIPULATED FINAL JUDGMENT AND ORDER**

Plaintiff, the Federal Trade Commission (“FTC” or “Commission”), filed its  
Complaint for Injunctive and Other Equitable Relief for a permanent injunction and other  
equitable relief in this matter, pursuant to Sections 13(b) of the Federal Trade Commission  
Act (“FTC Act”), 15 U.S.C. §§ 53(b), and the Telemarketing and Consumer Fraud and

Abuse Prevention Act (“Telemarketing Act”), 15 U.S.C. §§ 6101-6108. The Court now resolves this action by entering the following Final Judgment and Order.

THEREFORE, IT IS ORDERED as follows:

**FINDINGS**

1. This Court has jurisdiction over this matter.
2. The Complaint charges that Defendants participated in deceptive and unfair acts or practices in violation of Section 5 of the FTC Act, 15 U.S.C. § 45, and the FTC’s Telemarketing Sales Rule (“TSR”), 16 C.F.R. Part 310, in connection with the sale of timeshare resale and rental services.
3. 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, Defendants admit the facts necessary to establish jurisdiction.
4. 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.
5. Defendants waive all rights to appeal or otherwise challenge or contest the validity of this Order.

**DEFINITIONS**

For the purposes of this Final Judgment and Order, the following definitions apply:

- A. **“Defendants”** means the Individual Defendants and the Corporate Defendants, individually, collectively, or in any combination.

i. **“Corporate Defendants”** or **“Receivership Defendants”** means J. William Enterprises, LLC, also d/b/a Pro Timeshare Resales, and Pro Timeshare Resales of Flagler Beach, LLC, and their successors and assigns.

ii. **“Individual Defendants”** means Jess Kinmont and John P. Wenz, Jr.

B. **“Telemarketing”** means any plan, program, or campaign which is conducted to induce the purchase of goods or services by use of one or more telephones, and which involves a telephone call, whether or not covered by the Telemarketing Sales Rule.

C. **“Timeshare”** means any right of ownership or occupancy in any vacation property or properties (including, but not limited to, condominiums, resorts, campgrounds, and cruise ships) that provides rights-holders with periodic usage or occupancy rights. The term also includes “point-based” programs that provide similar ownership or occupancy benefits.

D. **“Timeshare Resale Service”** means any good, service, plan or program represented, expressly or by implication, to assist an individual in advertising, marketing, promoting, offering for sale or rental, or selling or renting that individual’s Timeshare.

**ORDER**

**I. BAN ON TIMESHARE RESALE SERVICES**

IT IS ORDERED that Defendants are permanently restrained and enjoined from advertising, marketing, promoting, offering for sale or selling, or assisting in the advertising, marketing, promoting, offering for sale or selling Timeshare Resale Services.

**II. BAN ON TELEMARKETING**

IT IS FURTHER ORDERED that Defendants are permanently restrained and enjoined from participating in telemarketing, whether directly or through an intermediary.

**III. PROHIBITION AGAINST MISREPRESENTATIONS**

IT IS FURTHER ORDERED that 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 Final Judgment and Order, whether acting directly or indirectly, in connection with the advertising, marketing, promotion, offering for sale, or sale of any good or service, are hereby permanently restrained and enjoined from misrepresenting or assisting others in misrepresenting, expressly or by implication:

- A. Any fact material to consumers concerning any good or service, such as:
  - 1. The total cost to purchase, receive or use the good or service;
  - 2. any material restriction, limitation, or condition to purchase, receive or use the good or service;
  - 3. any material aspect of the nature or terms of a refund, cancellation, exchange, or repurchase policy for the good or service; and
  - 4. any material aspect of the performance, efficacy, nature or central

characteristic of the good or service.

**IV. PROHIBITION ON COLLECTING ON ACCOUNTS**

IT IS FURTHER ORDERED that 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 Final Judgment and Order, whether acting directly or indirectly, are hereby permanently restrained and enjoined from attempting to collect, collecting, or assigning any right to collect payment from any consumer who purchased or agreed to purchase any Defendant's Timeshare Resale Service, where the purported authorization for the alleged sale occurred prior to the entry of this Final Judgment and Order.

**V. CUSTOMER INFORMATION**

IT IS FURTHER ORDERED that 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 Final Judgment and Order, are hereby 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, Defendants must provide it, in the form prescribed by the Commission, within 14 days.
- B. Disclosing, using, or benefitting from customer information including, but not limited to, 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 Final Judgment and Order in connection with advertising, marketing, promotion, offering for sale or sale of any timeshare resale service; 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. Destroying will be by means that protect against unauthorized access to the customer information, such as by burning, pulverizing, or shredding any papers, and by erasing or destroying any electronic media, to ensure that the customer information cannot practicably be read or reconstructed.

*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 a law, regulation, or court order.

**VI. MONETARY JUDGMENT AND PARTIAL SUSPENSION**

IT IS FURTHER ORDERED that:

- A. Judgment in the amount of \$18,706,079 is hereby entered in favor of the Commission against Individual Defendants and Corporate Defendants, jointly and severally, as equitable monetary relief.
- B. Upon completion of all asset transfers, as specified in this Section VI and in Section X, the remainder of the judgment is suspended, subject to the Subsections below.

- C. In partial satisfaction of the monetary judgment,
1. Immediately at the Receiver's request and pursuant to the Receiver's instruction, Defendant Kinmont must, to the extent he has not already done so, transfer to the Receiver or the Receiver's designee the possession and legal and equitable title of any of the assets listed in Appendix A, part A-1. Immediately at the Receiver's request and pursuant to the Receiver's instruction, Defendant Wenz must, to the extent he has not already done so, transfer to the Receiver or the Receiver's designee the possession and legal and equitable title of any of the assets listed in Appendix A, part A-2.
  2. Defendants must cooperate fully with the Receiver and take such steps as the Receiver or the Commission may require to transfer to the Receiver or the Receiver's designee possession and legal and equitable title to any assets transferred pursuant to this or any other Section, including executing any documents, procuring the signatures of any person or entity under the control of any Defendant, providing access to the assets and any necessary information, and turning over the assets.
  3. Until Defendants surrender possession and legal and equitable title of any asset to the Receiver or the Receiver's designee:
    - a. Defendants must take no action to diminish the value of their assets, including any structures, fixtures, and appurtenances thereto,

and must maintain in good working order and in the same condition as on the date they executed their sworn financial statements dated January 9, 2017, for Jess Kinmont and dated January 3, 2017, for John P. Wenz, Jr;

- b. Defendants must remain current on all amounts due and payable on the assets, including but not limited to tax, insurance, maintenance, and similar fees;
  - c. Defendants must cause existing insurance coverage for the assets to remain in force until the surrender of possession and legal and equitable title and must both notify the insurance carriers immediately of the appointment of the Receiver and request that the Receiver and Plaintiff be added to the insurance policy or policies as additional insureds thereunder.
4. Defendants must not add any encumbrances to any assets to be transferred pursuant to Paragraph VI.
  5. Nothing in this Order requires Defendants to pay any amount relating to or concerning the assets listed in Appendix A, including but not limited to any taxes, insurance, homeowner's assessments, maintenance, and similar fees after Defendants have vacated and transferred possession and legal and equitable title of the assets to the Receiver or the Receiver's designee. The transfer of possession of the real property occurs when Defendants vacate the real property in

“broom clean condition,” delivers all keys and security codes, if any, to the Receiver or the Receiver’s designee along with written notice that possession is surrendered.

6. Defendants further assign to the Receiver or the Receiver’s designee all rights, title, and interest in any claims they have against any of the Corporate Defendants and in the membership interest in these entities directly or indirectly owned by them.
- D. In accordance with 31 U.S.C. § 7701, Defendants are required, unless already provided, to furnish to the Commission their taxpayer identification numbers (Social Security numbers or employer identification numbers), which must be used for purposes of collecting and reporting on any delinquent amount arising out of this Order.
- E. In partial satisfaction of the monetary judgment, assets held by third parties in the name of, or for the benefit of, Defendants, including, but not limited to the following assets, must be transferred to the Commission as follows:
  1. Within fifteen (15) days of receiving notice of this Order, Suntrust Bank, its parent corporation, subsidiaries, principals, and agents must transfer to the Commission by electronic fund transfer or certified bank or cashier’s check, in accordance with instructions to be provided by the Commission, all funds in the name of, or for the benefit of, Defendants, including but not limited to:

- a. Account no. XXXXXX [REDACTED], held in the name of John P. Wenz, Jr.
  - b. Account no. XXXXXX [REDACTED], held in the name of John P. Wenz, Jr.
2. Within fifteen (15) days of receiving notice of this Order, Suntrust Investments, its parent corporation, subsidiaries, principals, and agents must transfer to the Commission by electronic fund transfer or certified bank or cashier's check, in accordance with instructions to be provided by the Commission, all funds in the name of, or for the benefit of, Defendants, including but not limited to Broker Account No. XXXXXX [REDACTED], held in the name of John Wenz, Jr.
  3. Within fifteen (15) days of receiving notice of this Order, National Financial Services, LLC, its parent corporation, subsidiaries, principals, and agents must transfer to the Commission by electronic fund transfer or certified bank or cashier's check, in accordance with instructions to be provided by the Commission, all funds in the name of, or for the benefit of, Defendants, including but not limited to Account XXX-XX [REDACTED], held in the name of John P. Wenz, Jr.
- F. The Commission's agreement to the suspension of part of the judgment is expressly premised upon the truthfulness, accuracy, and completeness of Defendants' sworn financial statements and related documents (collectively, "financial representations") submitted to the Commission, namely:

1. the Financial Statement of Individual Defendant Jess Kinmont signed on April 10, 2017, including the attachments;
2. the Financial Statement of Individual Defendant John P. Wenz, Jr. signed on January 3, 2017, including the attachments;
3. the Financial Statement of Corporate Defendant J. William Enterprises, LLC, signed by its owner and sole member, Jess Kinmont, on January 9, 2017, including the attachments;
4. the Financial Statement of Corporate Defendant Pro Timeshare Resales of Flagler Beach, LLC, signed by its owner and sole member, John P. Wenz, Jr., on January 4, 2017, including the attachments; and

upon the truthfulness, accuracy, and completeness of the responses to any questions posed in the financial depositions of the Defendants.

- G. The suspension of the judgment will be lifted as to any Defendant if, upon motion by the Commission, the Court finds that 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 or in the financial deposition of such Defendant.
- H. If the suspension of the judgment is lifted, the judgment becomes immediately due as to that 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 payment previously

made pursuant to this Section, plus interest at the lawful federal post-judgment rate computed from the date of entry of this Order.

- I. 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 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. Defendants have no right to challenge any actions the Commission or its representatives may take pursuant to this Subsection.
- J. Defendants relinquish dominion and all legal and equitable right, title, and interest in all assets transferred pursuant to this Order or in the possession of the Receiver and may not seek the return of any assets.
- K. 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.

- L. 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.

**VII. ADDITIONAL DUTIES OF RECEIVER**

IT IS FURTHER ORDERED THAT the Receiver will have the following additional duties and powers over the assets described in Appendix A (“the assets”).

- A. As soon as reasonably possible, the Receiver must, at reasonable cost and in a commercially reasonable fashion, determine which assets have value and liquidate such assets. In liquidating the assets listed in Appendix A, the Receiver must pay any necessary brokerage fees and taxes from the proceeds. After the assets have been liquidated, the Receiver must account for the net proceeds derived, and transfer all such net proceeds to the Commission after payment to the Receiver for reasonable compensation and out-of-pocket expenses as described in Subsection I below. The Receiver must make the transfer required by this Section by electronic fund transfer or certified or cashier’s check, in accordance with instructions provided by the Commission.
- B. Upon transfer of legal and equitable title and possession, the Receiver is authorized to assume responsibility for management of the assets, including but not limited to making disbursements for operating expenses as may be appropriate, undertaking repairs, and taking any other actions necessary to efficiently manage the assets and to maintain their value.

- C. The Receiver must take all necessary action to procure appropriate insurance for the assets naming the Receiver and the Commission as insureds. The Receiver may as an option keep in force the existing insurance coverage(s), each of which must name the Commission and the Receiver as additional insureds thereunder.
- D. The Receiver will have all necessary powers to operate and otherwise manage the assets transferred pursuant to this Order including, without limitation, the following powers and responsibilities:
1. To take possession of the assets;
  2. to supervise and oversee the management of the assets, including making payments and paying taxes as and when the Receiver has funds available from the assets, or from the liquidation of the assets, and to receive rents or other payments from any leases of the assets;
  3. to employ such counsel, real estate agents, auctioneers, appraisers, accountants, contractors, other professionals, and other such persons as may be necessary in order to carry out his duties as Receiver and to preserve, maintain, and protect the assets;
  4. to determine or abrogate, in the Receiver's sole sound business discretion, any or all agreements, contracts, understandings or commitments entered into by Defendants with respect to the assets to the extent permitted by applicable law;

5. to open new accounts with, or negotiate, compromise or otherwise modify the Defendants' existing obligations with, third parties, including utility companies, other service providers or suppliers of goods and services related to the assets, and to otherwise enter into such agreements; and
  6. to apply to this Court for further directions and for such further powers as may be necessary to enable the Receiver to fulfill his duties.
- E. The Receiver must keep a true and accurate account of any and all receipts and expenditures and periodically file with the Court a Receiver 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 must be served by the Receiver on the Commission's counsel.
- F. Defendants and their agents, employees or other representatives are enjoined from interfering in any manner with the Receiver's management and operation of the assets, and Defendants and their agents, employees or other representatives are enjoined and restrained from collecting any rents or profits which are now or hereafter become due with respect to all or any portion of the assets and from interfering in any way with the Receiver's collection of such rents or profits.
- G. The Receiver is not bound by all or any unsecured contracts, agreements, understandings or other commitments in the nature of service contracts the

Defendants had, have or may have with third parties with respect to the assets, whether oral or written, and the Receiver will be authorized, by affirmative written ratification executed by the Receiver, to agree to become bound by any such contracts, agreements, understandings or other commitments, or may agree to enter into new or amended contracts, agreements, understandings or other commitments.

- H. Any and all sums collected by the Receiver over and above those necessary to manage the Property or those necessary to make payments authorized by this Order must be paid to the Commission as directed by the Commission.
- I. The Receiver is entitled to reasonable compensation for the performance of duties undertaken pursuant to this Order and for the cost of actual out-of-pocket expenses incurred by him. The Receiver's compensation and the compensation of any persons hired by him are to be paid solely from the assets and the proceeds of the sale of or rents from the assets, and such payments will have priority over all other distributions except for any transfer fees, recording fees, or other payments owed through the transfer of the assets at the time of their sale.
- J. The Receiver will file with the Court and serve on the Commission a request for the payment of reasonable compensation at the time of the filing of periodic reports and no less than every sixty (60) days. The Receiver must not increase the fees or rates used as the bases for such fee applications without prior approval of the Commission and the Court. Absent a violation of this

Order by Defendants that causes the Receiver to incur fees or expenses, Defendants will not be liable for the Receiver's fees or expenses.

- K. Upon the final transfer of all funds to the Federal Trade Commission pursuant to Section X, the duties of the Receiver will terminate. The Receiver will file his final application for fees, complete liquidation, and terminate his service within 270 days of the execution of this Order, unless good cause is shown to extend beyond 270 days. At the termination of Receiver's duties, the Receiver will transfer any unliquidated right, title, and interest in the assets at the direction of the Commission.

**VIII. COOPERATION WITH THE RECEIVER**

IT IS FURTHER ORDERED that the Defendants must provide to the Receiver or the Receiver's designee the following:

- A. The most recent invoice or other communication received from any mortgage company or other entity holding a lien or encumbrance against any of the assets, described in Appendix A;
- B. The names of the renters occupying any of the assets described in appendix A and the amount of rent being paid;
- C. A copy of the leases between any of the Defendants and the renters of assets described in Appendix A; and
- D. A copy of any and all insurance policies existing regarding any of the assets described in Appendix A.

**IX. LIFTING OF ASSET FREEZE**

IT IS FURTHER ORDERED that the freeze of Defendants' assets will be lifted for the sole purpose of transferring funds and assets pursuant to Section VI above and will be dissolved only upon transfer of all funds and assets owed to Plaintiff. A third party will be entitled to rely upon a letter from counsel for Plaintiff stating that the freeze on the assets of a Defendant has been lifted.

**X. RECEIVERSHIP**

IT IS FURTHER ORDERED that:

- A. Except as modified by this section, the receivership imposed by this Court will continue as set forth in the Order of Preliminary Injunction entered on December 27, 2016.
- B. The Receiver must take all steps necessary to immediately wind down the affairs and liquidate the assets of the Receivership Defendants, as well as the assets of the Individual Defendants transferred to the Receiver or the Receiver's designee pursuant to Section VI of this Final Judgment and Order, from wherever and in whatever form they may be located.
- C. The Receiver will continue to be entitled to compensation for the performance of his duties pursuant to this Final Judgment and Order from the assets of the Receivership Defendants, at the billing rate previously agreed to by the Receiver. Within 60 days after entry of this Final Judgment and Order, and every 60 days thereafter until completed, the Receiver will file with the

Court an accounting and request for the payment of such reasonable compensation.

- D. Upon the liquidation of any asset held by or transferred to the Receiver or the Receiver's designee, the Receiver must, at the FTC's request, immediately transfer all funds to the FTC or its designated representative in partial satisfaction of the judgment pursuant to Section VI of this Final Judgment and Order. The Receiver is authorized to withhold a reasonable sum to satisfy payment of his fees and expenses pursuant to Subsection VII.I, above.
- E. Upon approval of the Receiver's final report and request for payment, but no later than 270 days after entry of this Final Judgment and Order, the receivership will be terminated, and all funds remaining after payment of the Receiver's final approved payment will be remitted immediately to the FTC or its designated representative.
- F. Within 15 days of termination of the receivership, the Receiver will return all records of the Receivership Defendants in his possession relating to their financial affairs to the Individual Defendants so that they may prepare and file all necessary corporate and individual tax returns. The Receiver is also directed to promptly turn over to Plaintiff records sufficient to show the names of customers of the Corporate Defendants, their addresses and contact information, and their net payments to the Corporate Defendants.
- G. Any party or the Receiver may request that the Court extend the Receiver's

term for good cause.

**XI. COMPLIANCE REPORTING**

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

- A. One year after entry of this Final Judgment and Order, each Defendant must submit a compliance report, sworn under penalty of perjury:
  1. Each 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 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 products and services offered, the means of advertising, marketing, and sales, and the involvement of any other Defendant (which Individual Defendants must describe if they know or should know due to their own involvement); (d) describe in detail whether and how that Defendant is in compliance with each Section of this Final Judgment and Order; and (e) provide a copy of each Order Acknowledgment obtained pursuant to this Final Judgment and 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 such 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 such Defendant's involvement in each such business, including title, role, responsibilities, participation, authority, control, and any ownership.

- B. For 10 years after entry of this Final Judgment and Order, each Defendant must submit a compliance notice, sworn under penalty of perjury, within 14 days of any change in the following:
1. Each Defendant must report any change in: (a) any designated point of contact; or (b) the structure of any Corporate Defendant or any entity that Defendant has any ownership interest in or controls directly or indirectly that may affect compliance obligations arising under this Final Judgment and 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 Final Judgment and 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 such Defendant performs services whether as an employee or otherwise and any entity in which such Defendant has any ownership interest, and identify

the name, physical address, and any Internet address of the business or entity.

- C. Each Defendant must submit to the Commission 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 the Commission required by this Final Judgment and 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 Final Judgment and 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. J. William Enterprises, LLC, File No.X170010.

**XII. RECORDKEEPING**

IT IS FURTHER ORDERED that Defendants must create certain records for 20 years after entry of the Final Judgment and Order and retain each such record for 5 years. Specifically, each Individual Defendant for any business in which that Defendant,

individually or collectively with any other Defendants, 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, and 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 Final Judgment and Order, including all submissions to the Commission; and
- E. A copy of each unique advertisement or other marketing material.

**XIII. COMPLIANCE MONITORING**

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

- A. Within 14 days of receipt of a written request from a representative of the Commission, each 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 Final Judgment and Order, the Commission is authorized to communicate directly with each Defendant. Defendants must permit representatives of the Commission 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. The Commission may use all other lawful means, including posing through its representatives as consumers, suppliers, or other individuals or entities to Defendants or any individual or entity affiliated with Defendants, without the necessity of identification or prior notice. Nothing in this Final Judgment and 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 Individual Defendants, 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 a period of 20 years for purposes of construction, modification, and enforcement of this Final Judgment and Order.

**DONE** and **ORDERED** in Orlando, Florida on April 30, 2018.



  
GREGORY A. PRESNELL  
UNITED STATES DISTRICT JUDGE

**SO STIPULATED AND AGREED:**

**FOR PLAINTIFF:**



GIDEON E. SINASOHN

Special Florida Bar Number A55001392

Attorney for Plaintiff

Federal Trade Commission

225 Peachtree St., NE, Suite 1500

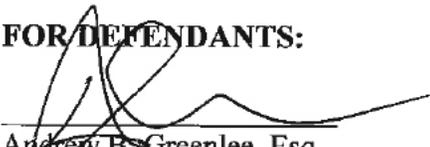
Atlanta, GA 30303

Tel: 404-656-1366

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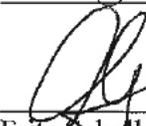
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**DEFENDANTS:**

  
Jess Kinmont

Individually and as officer for J.  
Williams Enterprises



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John P. Wenz  
Individually and as officer of Pro  
Timeshare Resales of Flagler Beach

APPENDIX A

Part A-1: Jess Kinmont:

1. 2013 Range Rover SUV – VIN: SALSH2E42DA787003, including certificate of title
2. 1996 Ferrari F355 Berlinetta – VIN: ZFFXR41A3T0105852, including certificate of title
3. 2008 Bayliner Boat – Vessel No. FL6769NP, including certificate of title or other form of registration if title not required
4. Rolex Watch, Yacht Master model, purchased by Mr. Kinmont between 2005 and 2008 for approximately \$10,000 and identified in the financial statement signed by Jess Kinmont on 4/10/17 along with documents of authenticity concerning the watch and the most recent appraisal, if any.
5. 1607 S. State Road 15A SUITE 11, Deland, Florida 32720
6. Original Mortgage Note dated March 18, 2016 in the original principal amount of \$140,000.00, executed by Alejandro Hurtado and Sarah Lyn Hurtado in favor of Jess W. Kinmont, together with the Mortgage dated March 18, 2016, executed by Alejandro Hurtado and Sarah Lyn Hurtado in favor of Jess W. Kinmont. In addition to the original mortgage note, an allonge to the note executed by Mr. Kinmont assigning the note to the Receiver or the Receiver's designee and an Assignment of Mortgage executed by Mr. Kinmont assigning the mortgage to the Receiver or the Receiver's designee. In the event the original note cannot be located, an affidavit of lost instrument prepared by counsel for the Receiver and executed by Mr. Kinmont.

The Mortgage is recorded in Official Records Book 7235, Page 1666 of the Public Records of Volusia County, Florida and encumbers the property more specifically described as:

Lot 16, COVENTRY FOREST ON THE HILL, PHASE II,  
according to the Plat thereof, recorded in Map Book 45, Page 178,  
of the Public Records of Volusia County, Florida.

Parcel Identification Number: 5333-22-00-0160

7. Original Mortgage Note dated June 26, 2016 in the original principal amount of \$146,528.00, executed by Bethany R. Jones and Cathy B. Jones in favor of Jess W. Kinmont, together with the Mortgage dated June 26, 2016 and executed by Bethany R. Jones and Cathy B. Jones in favor of Jess W. Kinmont. In addition to the Original Mortgage Note, an allonge to the note executed by Mr. Kinmont assigning the note to the Receiver or the Receiver's designee and an Assignment of Mortgage executed by Mr. Kinmont assigning the mortgage to the Receiver or the Receiver's designee. In the event the original note cannot be located, an

affidavit of lost instrument prepared by counsel for the Receiver and executed by Mr. Kinmont.

The Mortgage is recorded in Official Records Book 7275, Page 3169 of the Public Records of Volusia County, Florida and encumbers the property more specifically described as:

Lot 4, Block 488, Deltona Lakes Unit Fifteen, according to the Plat thereof, recorded in Map Book 25, Page(s) 230-233, inclusive, of the Public Records of Volusia County, Florida.

Parcel Identification Number: 8130-15-19-0040

8. 5950 Raleigh Barrows Ct., Port Orange, FL 32127

Part A-2: John P. Wenz, Jr.:

1. 80 Sloganeer Trail, Palm Coast, Florida 32164
2. 20 Sea Flower Path, Palm Coast, Florida 32164
3. 106 S. Anderson Street, Bunnell, Florida 32110
4. 608 Yorkshire Drive, Flagler Beach, Florida 32137 (parcel of land)
5. 2013 Toyota Tacoma, VIN: 5TFMU4FN6DX012568, including certificate of title
6. 2014 Ford Econoline E-350, VIN: 1FDWE3FL6EDA94248, including certificate of title
7. Silver coins identified in the financial statement signed by Mr. Wenz on 1/3/17 and most recent appraisal, if any
8. Diamond ring already turned over to Receiver by Mr. Wenz