

**UNITED STATES DISTRICT COURT
 FOR THE NORTHERN DISTRICT OF ALABAMA
 SOUTHERN DIVISION**

FEDERAL TRADE COMMISSION, et al.,	}	
	}	
Plaintiffs,	}	
	}	
v.	}	Case No.: 2:17-cv-00698-RDP
	}	
TROTHSOLUTIONS INC., et al.,	}	
	}	
Defendants.	}	

PERMANENT INJUNCTION

This case is before the court on Plaintiffs’ Motion and Memorandum in Support of Entry of Default Judgment and Order for Permanent Injunction and Monetary Relief. (Doc. # 37). Plaintiffs, the Federal Trade Commission (“Commission” or “FTC”) and the State of Alabama (collectively, “Plaintiffs”), filed their Complaint for Permanent Injunction and Other Equitable Relief (“Complaint”), pursuant to Section 13(b) of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. § 53(b), the Telemarketing and Consumer Fraud and Abuse Prevention Act (“Telemarketing Act”), 15 U.S.C. §§ 6101-6108, and the Alabama Deceptive Trade Practices Act (“ADTPA”), Ala Code §§ 8-19-1 *et seq.* Plaintiffs request that a permanent injunction be entered against Defendants Trothsolutions Inc., Trothsolutions LLC, Quickkonto LLC, Crazy Bee Man of Palm Beach Inc., Edoorways International Corp., and Airoways LLC (collectively, “Default Defendants”). After careful review, and based upon the findings outlined in the accompanying Order of Default Judgment, Plaintiffs’ request for a permanent injunction against Default Defendants is hereby **GRANTED**. It is hereby **ORDERED, ADJUDGED, and DECREED** as follows:

DEFINITIONS

For the purpose of this Injunction, the following definitions shall apply:

1. **“Corporate Defendant(s)”** means Trothsolutions Inc., Trothsolutions, LLC, Quickkonto LLC, Crazy Bee Man of Palm Beach Inc., Edoorways International Corp., and Airoways LLC, their successors and assigns, as well as any subsidiaries, affiliates, divisions, or sales or customer service operations, and any fictitious business entities or business names created or used by these entities, and also includes Trothav Inc., Online System Care Inc., and Trothsolutions Tech LLC., and their successors and assigns.
2. **“Defendant(s)”** means all of the Individual Defendants and the Corporate Defendants, individually, collectively, or in any combination.
3. **“Default Defendants”** means Trothsolutions Inc., Trothsolutions LLC, Quickkonto LLC, Crazy Bee Man of Palm Beach Inc., Edoorways International Corp., and Airoways LLC.
4. **“Individual Defendants”** means Madhu Sethi and Ila Sethi, by whatever names they may be known.
5. **“Tech Support Product or Service”** includes any plan, program, or software, marketed to repair, maintain or improve a computer’s performance or security, including registry cleaners, anti-virus programs, anti-malware programs, firewall programs, and computer or software diagnostic services.
6. **“Telemarketing”** means any plan, program, or campaign that is conducted to induce the purchase of goods or services or a charitable contribution by use of one or more telephones.

SECTION I: BAN ON TECH SUPPORT PRODUCTS AND SERVICES

It is **ORDERED** that Default Defendants are permanently restrained and enjoined from:

- A. Advertising, marketing, promoting, offering for sale, selling, or providing any Tech Support Product or Service;
- B. Assisting or providing consulting services for others engaged in, or receiving any proceeds from, advertising, marketing, promoting, offering for sale, selling, or providing any Tech Support Product or Service; and
- C. Owning, controlling, or serving as an officer, director, or manager of any business entity advertising, marketing, promoting, offering for sale, selling, providing, or assisting or providing consulting services for others engaged in, advertising, marketing, promoting, offering for sale, selling, or providing, any Tech Support Product or Service.

SECTION II: PROHIBITION AGAINST DECEPTIVE TELEMARKETING

It is further **ORDERED** that Default 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 Injunction, whether acting directly or indirectly, in connection with the Telemarketing of any product or service, are permanently restrained and enjoined from:

- A. Making a false or misleading statement to induce any person to pay for goods or services or to induce a charitable contribution; or
- B. Violating the Telemarketing Sales Rule, 16 C.F.R. Part 310.

SECTION III: PROHIBITION AGAINST MISREPRESENTATIONS

It is further **ORDERED** that Default 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 Injunction, whether acting directly or indirectly, in connection with the

advertising, marketing, promoting, offering for sale, sale, or selling of any good or service, are permanently restrained and enjoined from misrepresenting, or assisting others in misrepresenting, expressly or by implication:

A. That Default Defendants are part of, certified or authorized by, affiliated with, or acting on behalf of any entity; and

B. Any other fact material to consumers concerning any good or service, such as: (1) the total costs of any good or service; (2) any material restrictions, limitations, or conditions; or (3) any material aspect of a good's or service's performance, efficacy, nature, or central characteristics.

SECTION IV: PROHIBITION AGAINST COLLECTING ON ACCOUNTS

It is further **ORDERED** that Default 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 Injunction, whether acting directly or indirectly, are permanently restrained and enjoined from attempting to collect, collecting, or assigning any right to collect payment for any Tech Support Product or Service sold by any Defendant.

SECTION V: MONETARY JUDGMENT

It is further **ORDERED** that:

A. Judgment in the amount of Two Million Eighty Seven Thousand Eight Hundred Forty-Four dollars and seventy-two cents (\$2,087,844.72) is entered in favor of Plaintiffs and against Default Defendants, jointly and severally, as equitable monetary relief.

B. Default Defendants are ordered to pay to the Commission \$2,087,844.72, less any amounts paid by any other Defendants that would result in total payments to the Commission exceeding \$2,087,844.72 (which represents the consumer injury caused by the conduct alleged in

the Complaint). Such payment must be made within seven (7) days of entry of this Injunction by electronic funds transfer in accordance with instructions provided by a representative of the Commission.

C. All money paid to Plaintiffs pursuant to this Injunction may be deposited into a fund administered by the Commission or its designee on behalf of both the Commission and the State of Alabama. This fund shall 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 Default Defendants' practices alleged in the Complaint, relinquish its authority over any portion of the joint monies not used for equitable relief to the State of Alabama, or both. Default Defendants shall have no right to challenge the Commission's choice of remedies under this Section. Default Defendants have no right to challenge any actions Plaintiffs or their representatives may take pursuant to this Subsection.

D. All joint funds not used for the equitable relief described above in Paragraph C of this Section shall be divided equally between the Commission and the State of Alabama. Any money paid to the Commission not used for equitable relief (including consumer information remedies) shall be deposited to the U.S. Treasury as disgorgement. Any money paid to the State of Alabama shall be used for such purposes that may include, but are not limited to, attorneys' fees and other costs incurred in pursuing this matter, future public protection and education purposes, future consumer protection enforcement, litigation, or other purposes allowed by state law at the sole discretion of the Attorney General.

SECTION VI: LIFTING OF ASSET FREEZE

It is further **ORDERED** that the freeze on the assets of Default Defendants shall remain in effect until the Commission has received the total monetary judgment provided for in the Order of Default Judgment, provided, however, that Default Defendants may transfer funds to the extent necessary to make the payment required by Section V.B. Upon payment to the Commission of the total amount required by the Order of Default Judgment, the freeze against the assets of Default Defendants shall be lifted permanently.

SECTION VII: CUSTOMER INFORMATION

It is further **ORDERED** that Default 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 Injunction, are permanently restrained and enjoined from directly or indirectly:

A. Failing to provide sufficient customer information to enable the Commission to administer efficiently consumer redress. If a representative of the Commission requests in writing any information related to redress, Stipulating Defendants must provide such information if it is in their possession, custody, or control, in the form prescribed by the Commission, within fourteen (14) days.

B. Disclosing, using, or benefiting 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 Default Defendant obtained prior to entry of this Injunction.

C. Failing to destroy such customer information in all forms in their possession,

custody, or control within thirty (30) days after receipt of written direction to do so from a representative of the Plaintiffs.

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

SECTION VIII: COOPERATION WITH THE RECEIVER

IT IS FURTHER ORDERED that Default Defendants, their officers, agents, servants, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Injunction, whether acting directly or indirectly, shall fully cooperate with and assist the Receiver. This cooperation and assistance shall include, but not be limited to, providing any information to the Receiver that is reasonably necessary to enable the Receiver to exercise its authority and discharge its responsibilities under this Injunction.

SECTION IX: RECEIVERSHIP TERMINATION

IT IS FURTHER ORDERED that the appointment of the Receiver over Default Defendants pursuant to the Preliminary Injunction previously entered on May 10, 2017, is hereby continued as modified by this Section.

A. The Receiver is directed and authorized to accomplish the following within ninety (90) days after entry of this Injunction, but any party or the Receiver may request that the court extend the Receiver's term for good cause:

1. Complete the process of taking custody, control, and possession of all assets of Default Defendants, pursuant to Section VIII.B of the Preliminary Injunction;
2. Complete the liquidation of all assets of Default Defendants without further order of the court;

3. Prepare and submit a report describing the Receiver's activities pursuant to this Injunction, and a final application for compensation and expenses; and
4. Distribute to the Commission any remaining liquid assets at the conclusion of the Receiver's duties.

B. Upon completion of the above tasks, the duties of the receivership as to Default Defendants shall terminate.

SECTION X: INJUNCTION ACKNOWLEDGEMENTS

It is further **ORDERED** that Default Defendants obtain acknowledgments of receipt of this Injunction:

A. Each Default Defendant, within seven (7) days of entry of this Injunction, must submit to the Commission an acknowledgment of receipt of this Injunction sworn under penalty of perjury.

B. For five (5) years after entry of this Injunction, each Default Defendant for any business that such Defendant, individually or collectively with any other Defendant, is the majority owner or controls directly or indirectly, must deliver a copy of this Injunction to:

1. All principals, officers, directors, and LLC managers and members;
2. All employees, agents, and representatives who participate in conduct related to the subject matter of this Injunction; and
3. Any business entity resulting from any change in structure as set forth in the Section titled Compliance Reporting.

Delivery must occur within seven (7) days of entry of this Injunction for current personnel. For all others, delivery must occur before they assume their responsibilities.

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

SECTION XI: COMPLIANCE REPORTING

It is further **ORDERED** that Default Defendants make timely submissions to the Commission:

A. One year after entry of this Injunction, each Default Defendant must submit a compliance report sworn under penalty of perjury. In such report, each Default Defendant must:

1. 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 that Defendant;
2. Identify all of that Defendant's businesses by all of their names, telephone numbers, and physical, postal, email, and Internet addresses;
3. 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;
4. Describe in detail whether and how that Defendant is in compliance with each Section of this Injunction; and
5. Provide a copy of each Injunction Acknowledgment obtained pursuant to this Injunction, unless previously submitted to the Commission.

B. For twenty (20) years after entry of this Injunction, each Default Defendant must submit a compliance notice, sworn under penalty of perjury, within 14 days of any change in: (1) any designated point of contact; or (2) the structure of any Default Defendant or any entity that Defendant has any ownership interest in or controls directly or indirectly that may affect compliance obligations arising under this Injunction, 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 Injunction.

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

D. Any submission to the Commission required by this Injunction 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 Injunction 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. Trothsolutions Inc., et al.* (X170034).

SECTION XII: RECORDKEEPING

It is further **ORDERED** that Default Defendants must create certain records for ten (10) years after entry of this Injunction, and retain each such record for five (5) years. Specifically, each Default Defendant, for any business that such Defendant, individually or collectively with any other Defendant, is a majority owner or controls directly or indirectly, must create and maintain 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: (1) name, addresses, and telephone numbers; (2) job title or position; (3) dates of service; and, (4) 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 Injunction, including all submissions to the Commission.

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

SECTION XIII: COMPLIANCE MONITORING

It is further **ORDERED** that, for the purpose of monitoring Default Defendants' compliance with this Injunction:

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

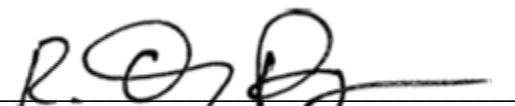
C. Plaintiffs may use all other lawful means, including posing, through its representatives, as consumers, suppliers, or other individuals or entities, to Default Defendants or any individual or entity affiliated with Default Defendants, without the necessity of identification or prior notice. Nothing in this Injunction 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.

SECTION 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 Injunction.

DONE and **ORDERED** this October 17, 2017.



R. DAVID PROCTOR
UNITED STATES DISTRICT JUDGE