

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

FEDERAL TRADE COMMISSION, and
STATE OF FLORIDA, OFFICE OF THE
ATTORNEY GENERAL, DEPARTMENT OF
LEGAL AFFAIRS,

Plaintiffs,

vs.

ALL US MARKETING LLC, f/k/a Payless
Solutions, LLC, a Florida corporation, et al.,

Defendants.

Case No. 6:15 CV 1016-JA-KRS

**DEFAULT JUDGMENT AND ORDER FOR PERMANENT INJUNCTION AND
OTHER EQUITABLE RELIEF AGAINST DEFENDANTS CHRISTIAN SERNA,
ALL US MARKETING LLC, AND GRR FINANCIAL SERVICES LLC**

Plaintiffs, the Federal Trade Commission (“Commission” or “FTC”) and the State of Florida (collectively, “Plaintiffs”), filed their Complaint for Permanent Injunction and Other Equitable Relief (“Complaint”), pursuant to Sections 13(b) and 19 of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 53(b) and 57b, the Telemarketing and Consumer Fraud and Abuse Prevention Act (“Telemarketing Act”), 15 U.S.C. §§ 6101-6108, and the Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”), Chapter 501, Part II, Florida Statutes (2015).

Plaintiffs now having filed their Motion for Entry of Default Judgment and Order for Permanent Injunction and Other Equitable Relief Against Defendants Christian Serna, All Us Marketing LLC, and GRR Financial Services LLC (collectively, “Default Defendants”), and

the Court having considered Plaintiffs' Motion, and supporting exhibits, and the entire record in this matter, Plaintiffs' Motion is hereby granted, and **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** as follows:

FINDINGS

1. This Court has jurisdiction over this matter;
2. Plaintiffs' First Amended Complaint states claims upon which relief may be granted under Sections 5(a), 13(b), and 19 of the FTC Act, 15 U.S.C. §§ 45(a), 53(b) and 57b; Sections 4(a) and 6(b) of the Telemarketing Act, 15 U.S.C. §§ 6103(a), 6105(b); the TSR, 16 C.F.R. Part 310; and the FDUTPA, Chapter 501, Part II, Florida Statutes (2015).
3. Venue in the United States District Court for the Middle District of Florida is proper pursuant to 28 U.S.C. § 1391(b)(1) and (2), (c)(1) and (2), and (d), and 15 U.S.C. § 53(b).
4. The activities of Defendants are "in or affecting commerce" as "commerce" is defined in Section 4 of the FTC Act, 15 U.S.C. § 44.
5. Default Defendants were properly served with process in this matter, including the First Amended Complaint, pursuant to Federal Rule of Civil Procedure 5. Default Defendants thereafter failed to file any responsive pleading as required by Federal Rule of Civil Procedure 12(a). The Clerk entered defaults by Order dated March 21, 2016. (Dkts. 115-120.) Plaintiffs are entitled to a default judgment pursuant to Federal Rule of Civil Procedure 55(b), as to Default Defendants.

6. Because of Default Defendants' default, the factual allegations in Plaintiffs' First Amended Complaint are taken as true. Based on these facts, the Court finds that Defaulting Defendants, in numerous instances:

a. misrepresented that consumers who purchased Defendants' debt relief service would: (1) have their credit card interest rates reduced substantially; (2) save thousands of dollars in a short time as a result of lowered credit card interest rates; and (3) generally be able to pay off their debts much faster, typically three to five times faster, as a result of lowered credit card interest rates, in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), Section 310.3(a)(2)(x) of the TSR, 16 C.F.R. § 310.3(a)(2)(x), and Section 501.204 of FDUTPA, Chapter 501, Part II, Florida Statutes;

b. falsely identified themselves as representatives of consumers' banks or credit card companies in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), and Section 310.3(a)(2)(vii) of the TSR, 16 C.F.R. § 310.3(a)(2)(vii);

c. made unauthorized charges to consumers' credit cards in violation of Section 5(a) of the FTC Act, 15 U.S.C. §§ 45(a) and 45(n), and Section 310.3(a)(7) of the TSR, 16 C.F.R. § 310.3(a)(7);

d. charged or received a fee in advance of providing debt relief services in violation of Section 310.4(a)(5)(i) of the TSR, 16 C.F.R. § 310.4(a)(5)(i);

e. called consumers whose numbers were registered on the National Do Not Call Registry, and failed to honor consumers' requests not to receive further calls, in violation of Sections 310.4(b)(1)(iii)(B) and 310.4(b)(1)(iii)(A) of the TSR, 16 C.F.R. §§ 310.4(b)(1)(iii)(B), 310.4(b)(1)(iii)(A);

f. failed to transmit or falsified caller ID information, in violation of Section 310.4(a)(8) of the TSR, 16 C.F.R. § 310.4(a)(8);

g. made outbound telephone calls that delivered prerecorded messages without consumers' express written consent, in violation of Section 310.4(b)(1)(v)(A) of the TSR, 16 C.F.R. § 310.4(b)(1)(v)(A); and

h. failed to promptly and clearly make required disclosures identifying the seller, the purpose of the call, and the nature of the goods and services, in violation of Sections 310.4(b)(1)(v)(B)(ii) and 310.4(d) of the TSR, 16 C.F.R. §§ 310.4(b)(1)(v)(B)(ii), 310.4(d).

7. Default Defendants are likely to continue to engage in the acts and practices alleged in the First Amended Complaint unless they are permanently enjoined from such acts and practices.

8. The Court finds that the appropriate amount of equitable monetary relief to enter against Defendant All Us Marketing LLC is \$ 4,890,797.00.

9. The Court finds that the appropriate amount of equitable monetary relief to enter against Defendants Christian Serna and GRR Financial Services LLC is \$389,915.00.

10. This Default Judgment and Order for Permanent Injunction and Other Equitable Relief against Default Defendants ("Order") is in addition to, and not in lieu of, any other civil or criminal remedies that may be provided by law.

11. Entry of this Order is in the public interest.

DEFINITIONS

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

1. “**Asset**” or “**Assets**” means any legal or equitable interest in, right to, or claim to, any real or personal property, including, but not limited to, “goods,” “instruments,” “equipment,” “fixtures,” “general intangibles,” “inventory,” “checks,” or “notes,” (as these terms are defined in the Uniform Commercial Code), lines of credit, chattels, leaseholds, contracts, mail or other deliveries, shares of stock, lists of consumer names, accounts, credits, premises, receivables, funds, and all cash, wherever located.

2. “**Assisting Others**” includes, but is not limited to:

a. performing customer service functions, including receiving or responding to consumer complaints;

b. formulating or providing, or arranging for the formulation or provision of, any advertising or marketing material, including any telephone sales script, direct mail solicitation, or the design, text, or use of images of any Internet website, email, or other electronic communication;

c. formulating or providing, or arranging for the formulation or provision of, any marketing support material or service, including web or Internet Protocol addresses or domain name registration for any Internet websites, affiliate marketing services, or media placement services;

d. providing names of, or assisting in the generation of, potential customers;

e. performing marketing, billing, or payment services of any kind; and
f. acting or serving as an owner, officer, director, manager, or principal
of any entity.

3. **“Individual Defendants”** means Gary Rodriguez, Marbel Rodriguez, Carmen Williams, Jonathan Paulino, Fairiborz Fard, Shirin Imani, Alex Serna, Christian Serna, and Kimberly Coarse, and by whatever other names each may be known.

4. **“Corporate Defendants”** means All Us Marketing LLC, f/k/a Payless Solutions, LLC, Global Marketing Enterprises Inc., f/k/a Pay Less Solutions Inc., Global One Financial Services LLC, Your #1 Savings LLC, Ovadaa LLC, Royal Holdings Of America LLC, GRR Financial Services LLC, Auto Guardian USA, Inc., and Premier Marketing International, Inc., and their successors and assigns, as well as any subsidiaries, and any fictitious business entities or business names created or used by these entities, or any of them.

5. **“Defendants”** means all of the Individual Defendants and the Corporate Defendants, individually, collectively, or in any combination.

6. **“Default Defendants”** means Christian Serna, All Us Marketing LLC, and GRR Financial Services LLC.

7. **“Document”** or **“Documents”** means any materials listed in Federal Rule of Civil Procedure 34(a), 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.

8. **“Financial Institution”** means any bank, savings and loan institution, credit union, or any financial depository of any kind, including, but not limited to, any brokerage house, trustee, broker-dealer, escrow agent, title company, commodity trading company, or precious metal dealer.

9. **“Financial product or service”** means any product, service, plan, or program represented, expressly or by implication, to:

- a. provide any consumer, arrange for any consumer to receive, or assist any consumer in receiving, a loan or other extension of credit;
- b. provide any consumer, arrange for any consumer to receive, or assist any consumer in receiving, credit, debit, or stored value cards;
- c. improve, repair, or arrange to improve or repair, any consumer’s credit record, credit history, or credit rating; or
- d. provide advice or assistance to improve any consumer’s credit record, credit history, or credit rating.

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

11. **“Plaintiffs”** means the Federal Trade Commission (“FTC” or “Commission”) and the State of Florida.

12. **“Secured or unsecured debt relief product or service”** means:

a. with respect to any mortgage, loan, debt, or obligation between a person and one or more secured or unsecured creditors or debt collectors, any product, service, plan, or program represented, expressly or by implication, to:

i. stop, prevent, or postpone any mortgage or deed of foreclosure sale for a person's dwelling, any other sale of collateral, any repossession of a person's dwelling or other collateral, or otherwise save a person's dwelling or other collateral from foreclosure or repossession;

ii. negotiate, obtain, or arrange a modification, or renegotiate, settle, or in any way alter any terms of the mortgage, loan, debt, or obligation, including a reduction in the amount of interest, principal balance, monthly payments, or fees owed by a person to a secured or unsecured creditor or debt collector;

iii. obtain any forbearance or modification in the timing of payments from any secured or unsecured holder or servicer of any mortgage, loan, debt, or obligation;

iv. negotiate, obtain, or arrange any extension of the period of time within which a person may (a) cure his or her default on the mortgage, loan, debt, or obligation, (b) reinstate his or her mortgage, loan, debt, or obligation, (c) redeem a dwelling or other collateral, or (d) exercise any right to reinstate the mortgage, loan, debt, or obligation or redeem a dwelling or other collateral;

v. obtain any waiver of an acceleration clause or balloon payment contained in any promissory note or contract secured by any dwelling or other collateral; or

vi. negotiate, obtain, or arrange (a) a short sale of a dwelling or other collateral, (b) a deed-in-lieu of foreclosure, or (c) any other disposition of a mortgage, loan, debt, or obligation other than a sale to a third party that is not the secured or unsecured loan holder.

The foregoing shall include any manner of claimed assistance, including auditing or examining a person's application for the mortgage, loan, debt, or obligation.

b. with respect to any loan, debt, or obligation between a person and one or more unsecured creditors or debt collectors, any product, service, plan, or program represented, expressly or by implication, to:

- i. repay one or more unsecured loans, debts, or obligations; or
- ii. combine unsecured loans, debts, or obligations into one or more new loans, debts, or obligations.

14. **"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.

I.

PERMANENT BAN ON ROBOCALLS

IT IS ORDERED that Default Defendants are permanently restrained and enjoined from initiating, or causing others to initiate, any telephone call that delivers a prerecorded message.

II.

PERMANENT BAN ON TELEMARKETING

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

III.

PERMANENT BAN WITH RESPECT TO SECURED OR UNSECURED DEBT RELIEF PRODUCTS OR SERVICES

IT IS FURTHER ORDERED that Default Defendants are permanently restrained and enjoined from the advertising, marketing, promoting, offering for sale, or selling, or assisting others in the advertising, marketing, promoting, offering for sale, or selling, of any Secured or Unsecured Debt Relief Product or Service.

IV.

PROHIBITION AGAINST MISREPRESENTATIONS RELATING TO FINANCIAL PRODUCTS AND SERVICES

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 Order, whether acting directly or indirectly, in connection with the advertising, marketing, promoting, offering for sale, or selling of any financial product or service, are permanently restrained and enjoined from misrepresenting, or assisting others in misrepresenting, expressly or by implication:

A. The terms or rates that are available for any loan or other extension of credit, including:

1. Closing costs or other fees;

2. The payment schedule, monthly payment amount(s), any balloon payment, or other payment terms;
 3. The interest rate(s), annual percentage rate(s), or finance charge(s), and whether they are fixed or adjustable;
 4. The loan amount, credit amount, draw amount, or outstanding balance; the loan term, draw period, or maturity; or any other term of credit;
 5. The amount of cash to be disbursed to the borrower out of the proceeds, or the amount of cash to be disbursed on behalf of the borrower to any third parties;
 6. Whether any specified minimum payment amount covers both interest and principal, and whether the credit has or can result in negative amortization; or
 7. That the credit does not have a prepayment penalty or whether subsequent refinancing may trigger a prepayment penalty and/or other fees;
- B. The ability to improve or otherwise affect a consumer's credit record, credit history, credit rating, or ability to obtain credit, including that a consumer's credit record, credit history, credit rating, or ability to obtain credit can be improved by permanently removing current, accurate negative information from the consumer's credit record or history.
- C. That a consumer will receive legal representation.
- D. Any other fact material to consumers concerning any good or service, such as: the total costs; any material restrictions, limitations, or conditions; or any material aspect of its performance, efficacy, nature, or central characteristics.

V.

**PROHIBITION AGAINST CERTAIN PRACTICES RELATING TO ANY
PRODUCTS OR SERVICES**

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 Order, whether acting directly or indirectly, in connection with the advertising, marketing, promoting, offering for sale, sale, or selling of any product, service, plan, or program, are permanently restrained and enjoined from:

- A. Misrepresenting, or assisting others in misrepresenting, expressly or by implication, any material fact, including, but not limited to:
1. Any material aspect of the nature or terms of any refund, cancellation, exchange, or repurchase policy, including the likelihood of a consumer obtaining a full or partial refund, or the circumstances in which a full or partial refund will be granted to the consumer.
 2. That any person is affiliated with, endorsed or approved by, or otherwise connected to any other person; government entity; public, non-profit, or other non-commercial program; or any other program.
 3. The nature, expertise, position, or job title of any person who provides any product, service, plan, or program.
 4. Any other fact material to consumers concerning any good or service, such as: the total costs; any material restrictions, limitations, or conditions; or any material aspect of its performance, efficacy, nature, or central characteristics.

B. Causing billing information to be submitted for payment without having obtained consumers' express informed consent.

VI.

PROHIBITION AGAINST DECEPTIVE OR UNSUBSTANTIATED CLAIMS

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 Order, whether acting directly or indirectly, in connection with the advertising, marketing, promoting, offering for sale or sale of any product or service, are permanently restrained and enjoined from making any representation, or assisting others in making any representation, expressly or by implication, about the benefits, performance, or efficacy of any product or service, unless the representation is non-misleading, and, at the time such representation is made, Default Defendants possess and rely upon competent and reliable evidence that is sufficient in quality and quantity based on standards generally accepted in the relevant fields, when considered in light of the entire body of relevant and reliable evidence, to substantiate that the representation is true.

VII.

MONETARY RELIEF

IT IS FURTHER ORDERED that:

A. Judgment in the amount of Six Hundred Forty Thousand Seven Hundred Forty Seven Dollars (\$640,747.00) is entered in favor of Plaintiffs against All Us Marketing LLC as equitable monetary relief.

B. Defendant All Us Marketing LLC is ordered to pay Six Hundred Forty

Thousand Seven Hundred Forty Seven Dollars (\$640,747.00), less any amounts paid by any other Defendants which would result in total payments to Plaintiffs exceeding \$4,890,797.00 (which represents the consumer injury alleged in the First Amended Complaint). Such payment must be made within 7 days of entry of this Order by electronic funds transfer in accordance with instructions provided by a representative of Plaintiffs.

C. Judgment in the amount of Three Hundred Eighty Nine Thousand Nine Hundred Fifteen Dollars (\$389,915.00) is entered in favor of Plaintiffs against Defendants Christian Serna and GRR Financial Services LLC, jointly and severally, as equitable monetary relief.

D. Defendants Christian Serna and GRR Financial Services LLC are ordered to pay \$389,915.00, less any amounts paid by any other Defendants which would result in total payments to Plaintiffs exceeding \$4,890,797.00 (which represents the consumer injury alleged in the First Amended Complaint). Such payment must be made within 7 days of entry of this Order by electronic funds transfer in accordance with instructions provided by a representative of Plaintiffs.

E. All money paid to Plaintiffs pursuant to this Order may be deposited into a fund administered by the Commission or its designee on behalf of both the Commission and the State of Florida. 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 Florida, 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.

F. All joint funds not used for the equitable relief described above in Paragraph E of this Section ("remaining joint funds") shall be distributed between the Commission and the State of Florida in the following manner:

1. The State of Florida shall be reimbursed for the costs and fees it incurred in this matter including, but not limited to, its costs of investigation and litigation, after which,

2. All remaining joint funds shall be divided equally between the Commission and the State of Florida.

VIII.

LIFTING OF ASSET FREEZE

IT IS FURTHER ORDERED that the freeze on the assets of Default Defendants shall remain in effect until Plaintiffs have received the total amount required by Section VII above, provided, however, that Default Defendants may transfer funds to the extent necessary to make all payments required by Section VII. Upon payment to Plaintiffs of the total amount required by Section VII above, the freeze against the assets of Default Defendants shall be lifted permanently.

IX.

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 Order, 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, Default Defendants must provide it, 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 Order.

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.

X.

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 Order, whether acting directly or indirectly, are 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 credit card interest rate reduction product or service from any Defendant.

XII.

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 Order, 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 Order.

XIII.

RECEIVERSHIP TERMINATION

IT IS FURTHER ORDERED that the appointment of the Receiver over All Us Marketing LLC pursuant to the Preliminary Injunction previously entered against it on July 7, 2015, 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 Order, 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 All Us Marketing LLC pursuant to Section X.B. of the Preliminary Injunction;
2. Complete the liquidation of all assets of All Us Marketing LLC without further order of the Court;
3. Prepare and submit a report describing the Receiver's activities pursuant to this Order, and a final application for compensation and expenses; and
4. Distribute to Plaintiff 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 All Us Marketing LLC shall terminate.

XIV.

ORDER ACKNOWLEDGMENTS

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

- A. Each Default Defendant, within 7 days of entry of this Order, must submit to the Commission an acknowledgment of receipt of this Order sworn under penalty of perjury.
- B. For 5 years after entry of this Order, each Default Defendant must deliver a copy of this Order 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 the Order; and (3) any business entity resulting from any change in structure as set forth in the Section titled Compliance Reporting. Delivery must occur within 7 days of entry of this Order for current personnel. For all others, delivery must occur before they assume their responsibilities.

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

XV.

COMPLIANCE REPORTING

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

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

1. Each Default 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 such Default Defendant;

b. Identify all of that Default Defendant's businesses by all of their names, telephone numbers, and physical, postal, email, and Internet addresses;

c. Describe the activities of each business, including the goods and services offered, the means of advertising, marketing, and sales, and the involvement of any other Defendant (which an Individual Defendant must describe if such Individual

Defendant knows or should know due to such Individual Defendant's own involvement);

d. Describe in detail whether and how that Default Defendant is in compliance with each Section of this Order; and

e. Provide a copy of each Order Acknowledgment obtained pursuant to this Order, unless previously submitted to the Commission;

2. Additionally, Defendant Christian Serna 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 twenty (20) years after entry of this Order, each Default Defendant must submit a compliance notice, sworn under penalty of perjury, within 14 days of any change in the following:

1. Each Default Defendant must report any change in:

a. Any designated point of contact; or

b. The structure of any Corporate Defendant or any entity that such Default Defendant has any ownership interest in or controls directly or indirectly that may affect compliance obligations arising under this Order, including: creation, merger, sale.

or dissolution of the entity or any subsidiary, parent, or affiliate that engages in any acts or practices subject to this Order.

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

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

Marketing LLC, et al. (X150048).

XVI.

RECORDKEEPING

IT IS FURTHER ORDERED that Default Defendants must create certain records for 20 years after entry of the Order, 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: 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 Order, including all submissions to the Commission.
- E. A copy of each unique advertisement or other marketing material.

XVII.

COMPLIANCE MONITORING

IT IS FURTHER ORDERED that, for the purpose of monitoring Default Defendants' compliance with this Order, including any failure to transfer any assets as required by this Order:

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

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

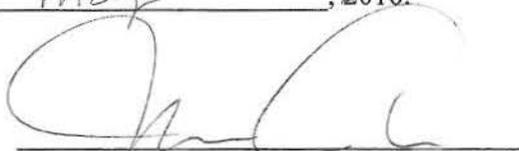
D. Upon written request from a representative of Plaintiffs, any consumer reporting agency must furnish consumer reports concerning Default Christian Serna, pursuant to Section 604(a)(1) of the Fair Credit Reporting Act, 15 U.S.C. § 1681b(a)(1).

XVIII.

RETENTION OF JURISDICTION

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

SO ORDERED, this 22 day of May, ^{2017 JK}~~2016~~.



The Honorable John Antoon, II
United States District Judge