

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF CONNECTICUT**

**FEDERAL TRADE COMMISSION,**

Plaintiff,

v.

**GRAND TETON PROFESSIONALS, LLC,  
*et al.*,**

Defendants.

**Case No. 3:19-cv-00933-VAB**

**STIPULATION TO ENTER ORDER FOR PERMANENT INJUNCTION AND  
MONETARY JUDGMENT AS TO DEFENDANTS GRAND TETON PROFESSIONALS,  
LLC, 99<sup>TH</sup> FLOOR, LLC, MAIT MANAGEMENT INC., DEMAND DYNAMICS LLC,  
ATOMIUM CORPS INC. (WYOMING), STARTUP MASTERS NJ INC. (WYOMING),  
FIRST INCORPORATION SERVICES INC. (WYOMING), DOUGLAS FILTER, AND  
MARCIO ANDRADE**

Plaintiff Federal Trade Commission (“FTC”) commenced this civil action on June 17, 2019, pursuant to Sections 13(b) and 19 of the FTC Act, 15 U.S.C. §§ 53(b) and 57b, Section 410(b) of the Credit Repair Organizations Act (“CROA”), 15 U.S.C. § 1679h(b), Section 6(b) of the Telemarketing and Consumer Fraud and Abuse Prevention Act, 15 U.S.C. § 6105(b), the Consumer Review Fairness Act (“CRFA”), 15 U.S.C. § 45b, Section 108(c) of the Truth in Lending Act (“TILA”), 15 U.S.C. § 1607(c), and Section 918(c) of the Electronic Fund Transfers Act (“EFTA”), 15 U.S.C. § 1693o(c). (ECF No. 1.) On June 18, 2019, on motion by the FTC, the Court entered an *ex parte* temporary restraining order (“TRO”) with asset freeze and other equitable relief against Defendants Grand Teton Professionals, LLC, 99<sup>th</sup> Floor, LLC, Mait Management Inc., Demand Dynamics LLC, Atomium Corps Inc. (Wyoming), Atomium Corps Inc. (Colorado), Startup Masters NJ Inc. (Wyoming), Startup Masters NJ Inc. (New Jersey), First Incorporation Services Inc. (Wyoming), First Incorporation Services Inc. (Florida), Douglas C. Filter, and Marcio G. Andrade. (ECF No. 33.) On July 23, 2019, the Court entered preliminary

injunctions as to Defendants. (ECF Nos. 60, 61, 62.) Now, the FTC and Defendants Grand Teton Professionals, LLC, 99<sup>th</sup> Floor, LLC, Mait Management Inc., Demand Dynamics LLC, Atomium Corps Inc. (Wyoming), Startup Masters NJ Inc. (Wyoming), First Incorporation Services Inc. (Wyoming), Douglas C. Filter, and Marcio G. Andrade, by and through their undersigned counsel, stipulate to the entry of this Order for Permanent Injunction and Monetary Judgment (“Order”) to resolve all matters in dispute in this action between them. A proposed order is attached hereto.

### **FINDINGS OF FACT**

By stipulation of the parties, the Court finds that:

- A. The Court has jurisdiction over this matter.
- B. The Complaint charges that Settling Defendants participated in unlawful acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), CROA, 15 U.S.C. §§ 1679-1679l, the FTC’s Telemarketing Sales Rule (“TSR”), 16 C.F.R. Part 310, the CRFA, 15 U.S.C. § 45b, TILA, 15 U.S.C. §§ 1601-1666j, and its implementing Regulation Z, 12 C.F.R. Part 1026, and Section 907(a) of EFTA, 15 U.S.C. § 1693e(a), and its implementing Regulation E, 12 C.F.R. Part 1005, in connection with the marketing and sale of credit repair services.
- C. Settling 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, Settling Defendants admit the facts necessary to establish jurisdiction.
- D. Settling 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 agrees to bear their own costs and attorney fees.

- E. Settling Defendants waive all rights to seek judicial review or otherwise challenge or contest the validity of this Order.
- F. This order is in the public interest.

### **DEFINITIONS**

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

- A. “**Consumer**” means any Person.
- B. “**Covered Communication**” means a written, oral, or pictorial review, performance assessment, or other similar analysis of products or services, including conduct related to the products or services.
- C. “**Credit Repair Service**” means any service for the express or implied purpose of: (1) improving any Consumer’s credit report, credit record, credit history, credit profile, credit score, or credit rating; or (2) providing advice or assistance to any Consumer with regard to any activity or service the purpose of which is to improve a Consumer’s credit report, credit record, credit history, credit profile, credit score, or credit rating.
- D. “**Defendants**” means Corporate Defendants and Individual Defendants, individually, collectively, or in any combination. “**Corporate Defendants**” means Grand Teton Professionals, LLC, 99<sup>th</sup> Floor, LLC, Mait Management Inc., Demand Dynamics LLC, Atomium Corps Inc. (a Wyoming company), Atomium Corps Inc. (a Colorado company), Startup Masters NJ Inc. (a Wyoming company), Startup Masters NJ Inc. (a New Jersey company), First Incorporation Services Inc. (a Wyoming company), First Incorporation Services Inc. (a Florida company), and each of their subsidiaries, affiliates, successors, and assigns. “**Individual Defendants**” means Douglas C. Filter and Marcio G. Andrade, individually, collectively, or in any combination.

- E. “**Financial Product or Service**” means any product, service, plan, or program represented, expressly or by implication to (1) provide any Consumer, arrange for any Consumer to receive, or assist any Consumer in receiving, a loan or other extension of credit; (2) provide any Consumer, arrange for any Consumer to receive, or assist any Consumer in receiving, credit, debit, or stored value cards; or (3) provide any Consumer, arrange for any Consumer to receive, or assist any Consumer in receiving, any Secured or Unsecured Debt Relief Product or Service.
- F. “**Merchant Account**” means an account used to submit credit card or debit card transactions or process credit card or debit card transactions.
- G. “**Person**” means a natural person, an 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.
- H. “**Remotely Created Payment Order**” means any payment instruction or order drawn on a Person’s account that is created by the payee or the payee’s agent and deposited into or cleared through the check clearing system.
- I. “**Review-Limiting Contract Term**” means a contract term that (1) prohibits or restricts the ability of a Person who is a party to the contract to engage in a Covered Communication; (2) imposes a penalty or fee against a Person who is a party to the contract for engaging in a Covered Communication; or (3) transfers, or requires a Person who is a party to the contract to transfer, to any other Person any intellectual property rights in a Covered Communication, with the exception of a non-exclusive license to lawfully use a Covered Communication about a Person’s products or services.

J. **“Secured or Unsecured Debt Relief Product or Service”** means, 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 (1) negotiate, settle, or in any way alter the terms of payment or other terms of the mortgage, loan, debt, or obligation, including but not limited to, 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; (2) 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; (3) obtain any forbearance or modification in the timing of payments from any secured or unsecured creditor or debt collector; (4) negotiate, obtain, or arrange any extension of the period of time within which the 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; (5) 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 (6) 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, but not limited to, auditing or examining a Person’s application for the mortgage, loan, debt, or obligation.

K. “**Settling Defendants**” means Corporate Settling Defendants and Individual Defendants, individually, collectively, or in any combination. “**Corporate Settling Defendants**” means Grand Teton Professionals, LLC, 99<sup>th</sup> Floor, LLC, Mait Management Inc., Demand Dynamics LLC, Atomium Corps Inc. (a Wyoming company), Startup Masters NJ Inc. (a Wyoming company), and First Incorporation Services Inc. (a Wyoming company), and each of their subsidiaries, affiliates, successors, and assigns and any other entity engaged in Credit Repair Services that is owned or controlled, in whole or in part, by any Defendant, including, but not limited to, Deletion Expert LLC, Credit Card Cash Flow LLC, Inquiry Busters LLC, and Top Tradelines LLC.

## **ORDER**

### **BAN ON CREDIT REPAIR ACTIVITIES**

**I. IT IS THEREFORE ORDERED** that Settling 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, of any Credit Repair Service.

### **PROHIBITED BUSINESS ACTIVITIES REGARDING FINANCIAL PRODUCTS AND SERVICES**

**II. IT IS FURTHER ORDERED** that Settling Defendants, Settling Defendants’ officers, agents, employees, and attorneys, and all other persons in active concert or participation with them, who receive actual notice of this Order by personal service or otherwise, 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:

- A. Misrepresenting, or assisting others in misrepresenting, expressly or by implication:
1. The terms or rates that are available for any loan or other extension of credit, including, but not limited to: (1) the type of credit (such as a credit card, line of credit, or loan); (2) closing costs or other fees and how such costs or fees will be assessed; (3) the payment schedule, monthly payment amount(s), any balloon payment, or other payment terms; (4) the interest rate(s), annual percentage rate(s), or finance charge(s), and whether they are fixed or adjustable; (5) the loan amount, credit amount, draw amount, or outstanding balance; the loan term, draw period, or maturity; or any other term of credit; (6) 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; (7) whether any specified minimum payment amount covers both interest and principal, and whether the credit has or can result in negative amortization; or (8) that the credit does not have a prepayment penalty or whether subsequent refinancing may trigger a prepayment penalty and/or other fees;
  2. Any material fact concerning any aspect of any Secured or Unsecured Debt Relief Product or Service, including but not limited to (a) the amount of savings a Consumer will receive from purchasing, using, or enrolling in such Secured or Unsecured Debt Relief Product or Service; (b) the amount of time before which a Consumer will receive settlement of that Consumer's debts; or (c) the reduction or cessation of collection calls; or
  3. Any other fact material to Consumers concerning any Financial Product 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; or

- B. Failing to disclose clearly and conspicuously, in connection with any representation regarding the availability of any loan or other extension of credit: (1) the type of credit (such as a credit card, line of credit, or loan); (2) all costs associated with such extension of credit and how such costs shall be assessed; (3) the interest rate(s), annual percentage rate(s), or finance charge(s), and whether they are fixed or adjustable; and (4) the loan amount, credit amount or limit, draw amount, outstanding balance.

**PROHIBITED BUSINESS ACTIVITIES REGARDING ANY PRODUCTS OR SERVICES**

**III. IT IS FURTHER ORDERED** that Settling Defendants, Settling Defendants' officers, agents, employees, and attorneys, and all other persons in active concert or participation with them, who receive actual notice of this Order by personal service or otherwise, whether acting directly or indirectly, in connection with the advertising, marketing, promoting, or offering for sale of any product or service, are permanently restrained and enjoined from:

- A. Prohibiting any Person from exercising their rights under any statute, rule, or agreement to dispute a charge placed on their credit or debit card or withdrawal from their bank account, including, but not limited to, by initiating or threatening to initiate legal action or imposing or threatening to impose a penalty or fee for exercising any right under any statute, rule, or agreement to dispute a charge placed on their credit or debit card or withdrawal from their bank account;
- B. Creating or causing to be created, directly or indirectly, a Remotely Created Payment Order as payment for any product or service; or

C. Misrepresenting, or assisting others in misrepresenting, expressly or by implication, any fact material to Consumers concerning any product 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.

**PROHIBITION AGAINST UNSUBSTANTIATED CLAIMS**

**IV. IT IS FURTHER ORDERED** that Settling Defendants, Settling Defendants' 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 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, Settling Defendant possesses and relies 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.

**PROHIBITIONS AND LIMITS ON USE OF CERTAIN CONTRACT PROVISIONS AND ON CERTAIN REPRESENTATIONS AND THREATS ABOUT CUSTOMER COMMUNICATIONS**

**V. IT IS FURTHER ORDERED** that Settling Defendants, Settling Defendants' 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 product or service, are permanently restrained and enjoined from:

- A. Offering to any prospective customer a contract, or offering to any customer a renewal contract, that includes a Review-Limiting Contract Term;
- B. Requiring that a customer accept a Review-Limiting Contract Term as a condition of a Defendant's fulfillment of its obligations under a customer contract;
- C. Representing, including through any notice, warning, threat to enforce, or attempt to enforce, to any purchaser of any product or service—regardless of when purchased—that any contract:
  - 1. Prohibits purchasers from speaking or publishing truthful or non-defamatory negative comments or reviews about any Person, or such other Person's products, services, agents, or employees; or
  - 2. Imposes any precondition on purchasers speaking or publishing any comments or reviews about any Person, or such other Person's products, services, agents, or employees;
- D. Representing that any Person could be liable for defamation or other legal liability or imposing or threatening to impose a penalty or fee for speaking or publishing any truthful or non-defamatory negative comment or review about any other Person or such other Person's products or services; or
- E. Retaliating, or threatening to take or taking any adverse action, against any Person who communicates or cooperates with, provides statements, documents, or information to, or testifies on behalf of, the FTC or other party in connection with any law enforcement investigation or litigation, or who has done so during or prior to this litigation, including by enforcing or threatening to enforce any contractual provision representing that it limits or prohibits the Person from speaking or publishing any truthful or non-defamatory

negative comment or review about any other Person or such other Person's products or services.

**INJUNCTION RELATED TO EXTENSIONS OF CREDIT**

**VI. IT IS FURTHER ORDERED** that Settling Defendants, Settling Defendants' 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 any advertisement for any extension of credit, are hereby permanently restrained and enjoined from:

A. Stating, expressly or by implication:

1. The amount or percentage of any down payment, the number of payments or period of repayment, the amount of any payment, or the amount of any finance charge, without disclosing clearly and conspicuously all of the following terms:

- a. The amount or percentage of the down payment;
- b. The terms of repayment; and
- c. The annual percentage rate, using the term "annual percentage rate" or the abbreviation "APR." If the annual percentage rate may be increased after consummation of the credit transaction, that fact must also be disclosed; or

2. A rate of finance charge without stating the rate as an "annual percentage rate" or the abbreviation "APR," using that term; or

B. Violating the Truth in Lending Act, 15 U.S.C. §§ 1601-1667, or Regulation Z, 12 C.F.R. Part 226.

**INJUNCTION RELATED TO RECURRING BANK DEBITS**

**VII. IT IS FURTHER ORDERED** that Settling Defendants, Settling Defendants' 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 hereby permanently restrained and enjoined from:

A. Making electronic fund transfers from a Consumer's deposit, savings or asset account on a recurring basis without:

1. Obtaining a written authorization signed or similarly authenticated from the Consumer for preauthorized electronic fund transfers from the Consumer's account, which written authorization must (a) be readily identifiable as such and (b) the terms of the preauthorized transfer, including the amount of each transfer and the dates on which each transfer will be made, are clear and readily understandable; and
2. Providing to the Consumer a copy of a written authorization signed or similarly authenticated from the Consumer for preauthorized electronic fund transfers from the Consumer's account; or

B. Violating the Electronic Fund Transfers Act, 15 U.S.C. §§ 1693-1693r, or Regulation E, 12 C.F.R. Part 205.

**INJUNCTION RELATING TO TELEMARKETING**

**VIII. IT IS FURTHER ORDERED** that Settling Defendants, Settling Defendants' 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 telemarketing, advertising, marketing, promoting, offering for sale, or

selling of any product or service, are hereby permanently restrained and enjoined from violating the FTC's Telemarketing Sales Rule, 16 C.F.R. Part 310.

#### **INJUNCTION RELATING TO MERCHANT ACCOUNTS**

**IX. IT IS FURTHER ORDERED** that Settling Defendants, Settling Defendants' 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 hereby permanently restrained and enjoined from obtaining Merchant Accounts for any Person engaged in any activity prohibited by Sections I, II, III, IV, V, VI, VII, or VIII of this Order.

#### **CUSTOMER INFORMATION**

**X. IT IS FURTHER ORDERED** that Settling Defendants, Settling Defendants' 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 hereby permanently restrained and enjoined from:

- A. Failing to provide sufficient customer information to enable the FTC to efficiently administer consumer redress. If a representative of the FTC requests in writing any information related to redress, that Settling Defendant must provide it, in the form prescribed by the FTC, within 14 days
- B. Disclosing, using, or benefitting from customer information, including the name, address, telephone number, email address, social security number, other identifying information, or any data that enables access to a customer's account (including a credit card, bank account, or other financial account), that any Defendant obtained prior to entry of this Order in connection with the marketing and sale of Credit Repair Services; 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 FTC.
- D. Provided, however, that customer information need not be disposed of, and may be disclosed, to the extent requested by a government agency or required by law, regulation, or court order.

**MONETARY JUDGMENT AND PARTIAL SUSPENSION**

**XI. IT IS FURTHER ORDERED:**

- A. Judgment in the amount of NINE MILLION, SIX HUNDRED AND FORTY ONE THOUSAND, NINE HUNDRED AND EIGHTY TWO Dollars (\$9,641,982) is entered in favor of the FTC against Settling Defendants, jointly and severally, as equitable monetary relief.
- B. In partial satisfaction of the judgment entered against Settling Defendants:
  - 1. American Eagle Federal Credit Union shall, within ten (10) business days of receipt of a copy of this Order, transfer to the FTC or its designated agent all funds, if any, in (a) account number xxxx5290 in the name of Marcio Andrade; (b) account number xxxx5200 in the name of Marcio Andrade; and (c) account number xxxx1852 in the name of Marcio Andrade;
  - 2. Bank of America shall, within ten (10) business days of receipt of a copy of this Order, transfer to the FTC or its designated agent all funds, if any, in (a) account number xxxx5641 in the name of Grand Teton Professionals, LLC; (b) account number xxxx5654 in the name of Grand Teton Professionals, LLC; and (c) account number xxxx6732 in the name of Grand Teton Professionals, LLC;

3. Capital One Bank shall, within ten (10) business days of receipt of a copy of this Order, transfer to the FTC or its designated agent all funds, if any, in (a) account number xxxx2752 in the name of Grand Teton Professionals, LLC; (b) account number xxxx2418 in the name of First Incorporation Services Inc.; (c) account number xxxx2434 in the name of Grand Teton Professionals, LLC; (d) account number xxxx5269 in the name of Grand Teton Professionals, LLC; (e) account number xxxx1099 in the name of Grand Teton Professionals, LLC; (f) account number xxxx8999 in the name of Grand Teton Professionals, LLC; (g) account number xxxx1102 in the name of Atomium Corps Inc.; (h) account number xxxx2426 in the name of Atomium Corps Inc.; and (i) account number xxxx2477 in the name of Results Only Associates LLC;
4. Citibank shall, within ten (10) business days of receipt of a copy of this Order, transfer to the FTC or its designated agent all funds, if any, in (a) account number xxxx6132 in the name of Grand Teton Professionals, LLC; (b) account number xxxx6028 in the name of 99<sup>th</sup> Floor, LLC; (c) account number xxxx2305 in the name of Demand Dynamics LLC; (d) account number xxxx2057 in the name of Atomium Corps Inc.; and (e) account number xxxx7256 in the name of Atomium Corps Inc.;
5. Coinbase shall, within ten (10) business days of receipt of a copy of this Order, liquidate all assets (including all cryptocurrency) (a) in the name of Marcio Andrade and (b) in the name of IPLM Group, and transfer the proceeds of such liquidation to the FTC or its designated agent;

6. Commercial Bank of California shall, within ten (10) business days of receipt of a copy of this Order, transfer to the FTC or its designated agent all funds, if any, in merchant account number xxxx4001 in the name of 99<sup>th</sup> Floor, LLC;
7. Discover Financial Services shall, within ten (10) business days of receipt of a copy of this Order, transfer to the FTC or its designated agent all funds, if any, in (a) merchant account number xxxx3405 in the name of 99<sup>th</sup> Floor, LLC; (b) merchant account number xxxx8988 in the name of Fast Unsecured; (c) merchant account number xxxx1560 in the name of Top Tradelines; (d) merchant account number xxxx9657 in the name of Wholesale Shelf Corporations; (e) merchant account number xxxx2711 in the name of Wholesale Shelf Corporations; (f) merchant account number xxxx3169 in the name of Hawaii Corporate Center; (g) merchant account number xxxx6355 in the name of Hawaii Corporate Center; (h) merchant account number xxxx3960 in the name of B2B Corporate Services; (i) merchant account number xxxx2929 in the name of B2B Corporate Services; (j) merchant account number xxxx1409 in the name of B2B Corporate Services; (k) merchant account number xxxx2171 in the name of B2B Corporate Services; (l) merchant account number xxxx5475 in the name of B2B Corporate Services; (m) merchant account number xxxx9290 in the name of B2B Corporate Services; (n) merchant account number xxxx3511 in the name of B2B Corporate Services; (o) merchant account number xxxx7829 in the name of B2B Corporate Services; (p) merchant account number xxxx5968 in the name of B2B Corporate Services; (q) merchant account number xxxx3994 in the name of Vendor Genie; (r) merchant account number xxxx4471 in the name of Vendor Genie; (s) merchant account number xxxx7371 in

- the name of Demand Dynamics; (t) merchant account number xxxx0161 in the name of Florida Corp Services; (u) merchant account number xxxx3651 in the name of Florida Corp Services; and (v) merchant account number xxxx3050 in the name of Results Only Associates;
8. Fidelity Investments shall, within ten (10) business days of receipt of a copy of this Order, (a) transfer to the FTC or its designated agent all funds, if any, in account number xxxx8412 in the name of Marcio Andrade; and (b) liquidate all assets in account number xxxx3201 in the name of Marcio Andrade, and transfer the proceeds of such liquidation to the FTC or its designated agent;
  9. Hello Digit, Inc. shall, within ten (10) business days of receipt of a copy of this Order, transfer to the FTC or its designated agent all funds, if any, in any account associated with MAIT Management Inc.;
  10. HSBC Bank USA shall, within ten (10) business days of receipt of a copy of this Order, transfer to the FTC or its designated agent all funds, if any, in (a) account number xxxx8008 in the name of Grand Teton Professionals, LLC; (b) account number xxxx9569 in the name of Grand Teton Professionals, LLC; and (c) account number xxxx9542 in the name of Startup Masters NJ Inc.;
  11. JP Morgan Chase Bank shall, within ten (10) business days of receipt of a copy of this Order, transfer to the FTC or its designated agent all funds, if any, in (a) account number xxxx2562 in the name of IPLM Group LLC; (b) account number xxxx6985 in the name of IPLM Group LLC; (c) account number xxxx6833 in the name of Grand Teton Professionals, LLC; (d) account number xxxx6923 in the name of MAIT Management Inc.; (e) account number xxxx5229 in the name of First Incorporation

- Services Inc.; (f) account number xxxx6303 in the name of First Incorporation Services Inc.; (g) account number xxxx3632 in the name of Grand Teton Professionals, LLC; (h) account number xxxx5117 in the name of Grand Teton Professionals, LLC; (i) account number xxxx5118 in the name of Grand Teton Professionals, LLC; (j) account number xxxx6972 in the name of 99<sup>th</sup> Floor, LLC; (k) account number xxxx2527 in the name of Demand Dynamics LLC; (l) account number xxxx5299 in the name of Demand Dynamics LLC; (m) account number xxxx5778 in the name of Demand Dynamics LLC; (n) account number xxxx8550 in the name of Startup Masters NJ Inc.; (o) account number xxxx6981 in the name of DCF Management Inc.; (p) account number xxxx3902 in the name of Florida Corp Services LLC; (q) account number xxxx9615 in the name of Florida Corp Setups Inc.; (r) account number xxxx8430 in the name of Know It Cold LLC; (s) account number xxxx2007 in the name of Results Only Associates LLC; (t) account number xxxx6737 in the name of WY Corporate Experts LLC;
12. Lake Michigan Credit Union shall, within ten (10) business days of receipt of a copy of this Order, transfer to the FTC or its designated agent all funds, if any, in account number xxxx1652 in the name of Marcio Andrade;
13. Navy Federal Credit Union shall, within ten (10) business days of receipt of a copy of this Order, transfer to the FTC or its designated agent all funds, if any, in (a) account number xxxx6722 in the name of 99<sup>th</sup> Floor, LLC; (b) account number xxxx8414 in the name of 99<sup>th</sup> Floor, LLC; (c) account number xxxx0597 in the name of Mind Fuel Management; (d) account number xxxx5150 in the name of Mind Fuel Management; (e) account number xxxx2142 in the name of PLM Holdings LLC; (f) account

- number xxxx9750 in the name of PLM Holdings LLC; (g) account number xxxx1556 in the name of Douglas Filter; and (h) account number xxxx5928 in the name of Marcio Andrade;
14. Newtown Savings Bank shall, within ten (10) business day of receipt of a copy of this Order, transfer to the FTC or its designated agent all funds, if any, in (a) account number xxxx4940 in the name of NJ Corporate Experts; and (b) account number xxxx1124 in the name of NRH Consulting;
  15. Northwest Federal Credit Union shall, within ten (10) business days of receipt of a copy of this Order, transfer to the FTC or its designated agent all funds, if any, in (a) account number xxxx6037 in the name of 99<sup>th</sup> Floor, LLC; and (b) account number xxxx0030 in the name of 99<sup>th</sup> Floor, LLC;
  16. PayPal shall, within ten (10) business days of receipt of a copy of this Order, transfer to the FTC or its designated agent all funds, if any, in all accounts in the name of or associated with any Settlement Defendants;
  17. Payward Ventures Inc. d/b/a Kraken shall, within ten (10) business days of receipt of a copy of this Order, liquidate all assets (including all cryptocurrency) in account number xxxxU231 in the name of Marcio Andrade, and transfer the proceeds of such liquidation to the FTC or its designated agent;
  18. Pentagon Federal Credit Union shall, within ten (10) business days of receipt of a copy of this Order, transfer to the FTC or its designated agent all funds, if any, in (a) account number xxxx2025 in the name of Marcio Andrade; and (b) account number xxxx3014 in the name of Marcio Andrade;

19. Priority Payment Systems shall, within ten (10) business days of receipt of a copy of this Order, transfer to the FTC or its designated agent all funds, if any, in merchant account number xxxx6200 in the name of Vendorgenie.com;
20. Savings Bank of Danbury shall, within ten (10) business days of receipt of a copy of this Order, transfer to the FTC or its designated agent all funds, if any, in (a) account number xxxx2338 in the name of Grand Teton Professionals, LLC; (b) account number xxxx1317 in the name of Grand Teton Professionals, LLC; (c) account number xxxx0197 in the name of Atomium Corps Inc.; (d) account number xxxx1308 in the name of First Incorporation Service Inc.; (e) account number xxxx1297 in the name of First Incorporation Services Inc.; and (f) account number xxxx1260 in the name of Grand Teton Professionals, LLC;
21. TD Bank shall, within ten (10) business days of receipt of a copy of this Order, transfer to the FTC or its designated agent all funds, if any, in (a) account number xxxx9628 in the name of 99<sup>th</sup> Floor, LLC; (b) account number xxxx1256 in the name of 99<sup>th</sup> Floor, LLC; (c) account number xxxx1264 in the name of MAIT Management Inc.; (d) account number xxxx4201 in the name of Startup Masters NJ Inc.; and (e) account number xxxx6872 in the name of Startup Masters NJ Inc.;
22. Unify Federal Credit Union shall, within ten (10) business days of receipt of a copy of this Order, transfer to the FTC or its designated agent all funds, if any, in account number xxxx7573 in the name of Marcio Andrade;
23. Union Savings Bank shall, within ten (10) business days of receipt of a copy of this Order, transfer to the FTC or its designated agent all funds, if any, in (a) account number xxxx9216 in the name of Douglas Filter; (b) account number xxxx5699 in the

- name of Grand Teton Professionals; and (c) account number xxxx5374 in the name of Atomium Corps Inc.;
24. Webster Bank shall, within ten (10) business days of receipt of a copy of this Order, transfer to the FTC or its designated agent all funds, if any, in account number xxxx2556 in the name of NHR Consulting Services Inc.;
25. Wells Fargo Bank shall, within ten (10) business days of receipt of a copy of this Order, transfer to the FTC or its designated agent all funds, if any, in (a) account number xxxx9041 in the name of 99<sup>th</sup> Floor LLC; account number xxxx5699 in the name of Grand Teton Professionals; and (b) account number xxxx5374 in the name of Atomium Corps Inc. (c) account number xxxx3195 in the name of MAIT Management Inc.; and (d) account number xxxx9058 in the name of Florida Corp Services LLC;
26. Worldpay, LLC shall, within ten (10) business days of receipt of a copy of this Order, transfer to the FTC or its designated agent all funds, if any, in merchant account number 7882 in the name of 99<sup>th</sup> Floor, LLC;
27. Defendant Douglas Filter shall, within ten (10) business days of receipt of a copy of this Order, cause to be liquidated all assets held at Abra (including all cryptocurrencies) and transfer the proceeds of such liquidation to the FTC or its designated agent;
- C. Upon completion of the asset transfers as set forth in Section XI.B of this Order, the remainder of the judgment as to Settling Defendants is suspended, subject to the Subsections E, F, and G below.

- D. The asset freeze is modified to permit the transfers identified in this Section. Upon completion of those transfers, the asset freeze as to Settling Defendants is dissolved.
- E. The FTC's agreement to the suspension of part of the judgment is expressly premised upon the truthfulness, accuracy, and completeness of Settling Defendants' sworn financial statement and related documents (collectively, "financial representations") submitted to the FTC, namely (1) the Financial Statement of Corporate Defendant Grand Teton Professionals, LLC signed by Marcio G. Andrade, President on July 24, 2019, including the attachments; (2) the Financial Statement of Corporate Defendant 99<sup>th</sup> Floor, LLC signed by Marcio Andrade, President on July 24, 2019, including the attachments; (3) the Financial Statement of Corporate Defendant MAIT Management Inc. signed by Marcio Andrade, President on July 22, 2019, including the attachments; (4) the Financial Statement of Corporate Defendant Demand Dynamics LLC signed by Marcio Andrade, President on July 22, 2019, including the attachments; (5) the Financial Statement of Corporate Defendant Atomium Corps Inc. (Wyoming) signed by Douglas Filter, President on July 22, 2019, including the attachments; (6) the Financial Statement of Corporate Defendant Startup Masters NJ Inc. (Wyoming) signed by Douglas Filter, President on July 22, 2019, including the attachments; (7) the Financial Statement of Corporate Defendant First Incorporation Services Inc. (Wyoming) signed by Douglas Filter, President on July 22, 2019, including the attachments; (8) the Financial Statement of Individual Defendant Douglas Filter signed on July 25, 2019, including the attachments; and (9) the Financial Statement of Individual Defendant Marcio Andrade signed on July 16, 2019, including the attachments.

- F. The suspension of the judgment will be lifted as to a Settling Defendant if, upon motion by the FTC, the Court finds that Settling Defendant failed to disclose any material asset, materially misstated the value of any asset, or made any other material misstatement or omission in the financial representations identified above.
- G. If the suspension of the judgment is lifted, the judgment becomes immediately due as to a Settling Defendant in the amount specified in Subsection A above (which the parties stipulate only for purposes of this Section represents the consumer injury alleged in the Complaint), less any payment previously made pursuant to this Section, plus interest computed from the date of entry of this Order.
- H. Settling Defendants relinquish dominion and all legal and equitable right, title, and interest in all assets transferred pursuant to this Order and may not seek the return of any assets.
- I. 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 FTC, 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.
- J. The facts alleged in the Complaint establish all elements necessary to sustain an action by the FTC 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.
- K. Settling Defendants acknowledge that their Taxpayer Identification Numbers, which Settling Defendants previously submitted to the FTC, may be used for collecting and reporting on any delinquent amount arising out of this Order, in accordance with 31 U.S.C. §7701.

L. All money paid to the FTC pursuant to this Order may be deposited into a fund administered by the FTC 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 FTC decides that direct redress to consumers is wholly or partially impracticable or money remains after redress is completed, the FTC 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. Settling Defendants have no right to challenge any actions the FTC or its representatives may take pursuant to this Subsection.

#### **COOPERATION**

**XII. IT IS FURTHER ORDERED** that Settling Defendants must fully cooperate with representatives of the FTC in this case and in any investigation related to or associated with the transactions or the occurrences that are the subject of the Complaint. Each Settling Defendant must provide truthful and complete information, evidence, and testimony. Each Settling Defendant must cause its officers, employees, representatives, or agents to appear for interviews, discovery, hearings, trials, and any other proceedings that a representative of the FTC may reasonably request upon 5 days written notice, or other reasonable notice, at such places and times as a representative of the FTC may designate, without the service of a subpoena. Nothing contained herein shall be deemed a waiver by any Individual Defendant of any rights each may have pursuant to the Fifth Amendment to the Constitution of the United States.

### **ORDER ACKNOWLEDGMENTS**

**XIII. IT IS FURTHER ORDERED** that Settling Defendants obtain acknowledgments of receipt of this Order:

- A. Each Settling Defendant, within 7 days of entry of this Order, must submit to the FTC an acknowledgment of receipt of this Order sworn under penalty of perjury;
- B. For 5 years after entry of this Order, each Individual Defendant for any business that such Defendant, individually or collectively with any other Defendants, is the majority owner or controls directly or indirectly, and each Corporate Settling Defendant, must deliver a copy of this Order to: (1) all principals, officers, directors, and LLC managers and members; (2) all employees having managerial responsibilities for conduct related to Sections I, II, III, IV, V, VI, VII, VIII, or IX of the Order and all agents and representatives who participate in conduct related to the subject matter of the Order; and (3) any business entity resulting from any change in structure as set forth in the Section titled Compliance Reporting. Delivery must occur within 7 days of entry of this Order for current personnel. For all others, delivery must occur before they assume their responsibilities
- C. From each individual or entity to which a Settling Defendant delivered a copy of this Order, that Settling Defendant must obtain, within 30 days, a signed and dated acknowledgment of receipt of this Order.

### **COMPLIANCE REPORTING**

**XIV. IT IS FURTHER ORDERED** that Settling Defendants make timely submissions to the FTC:

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

1. Each Settling Defendant must: (a) identify the primary physical, postal, and email address and telephone number, as designated points of contact, which representatives of the FTC may use to communicate with that Settling Defendant; (b) identify all of that Settling 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 the Individual Defendants must describe if they know or should know due to their own involvement); (d) describe in detail whether and how that Settling Defendant is in compliance with each Section of this Order; and (e) provide a copy of each Order Acknowledgment obtained pursuant to this Order, unless previously submitted to the FTC.
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 Order, each Settling Defendant must submit a compliance notice, sworn under penalty of perjury, within 14 days of any change in the following:

1. Each Settling Defendant must report any change in: (a) any designated point of contact; or (b) the structure of any Corporate Settling Defendant or any entity that such Settling Defendant has any ownership interest in or controls directly or indirectly that may affect compliance obligations arising under this Order, including: creation, merger, sale, or dissolution of the entity or any subsidiary, parent, or affiliate that engages in any acts or practices subject to this Order.
  2. Additionally, 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 Settling Defendant must submit to the FTC notice of the filing of any bankruptcy petition, insolvency proceeding, or similar proceeding by or against such Settling Defendant within 14 days of its filing.
- D. Any submission to the FTC 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 FTC representative in writing, all submissions to the FTC pursuant to this Order must be emailed to DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to: Associate Director for Enforcement, Bureau of

Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580. The subject line must begin: FTC v. Grand Teton Professionals, X190030.

#### **RECORDKEEPING**

- XV. IT IS FURTHER ORDERED** that Settling Defendants must create certain records for 10 years after entry of the Order, and retain each such record for 5 years. Specifically, each Corporate Settling Defendant and each Individual Defendant for any business that such 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 products or services sold;
  - B. personnel records showing, for each person providing services, whether as an employee or otherwise, that person's: name; addresses; telephone numbers; job title or position; dates of service; and (if applicable) the reason for termination;
  - C. records of all Consumer complaints and refund requests, whether received directly or indirectly, such as through a third party, and any response;
  - D. all records necessary to demonstrate full compliance with each provision of this Order, including all submissions to the FTC; and
  - E. a copy of each unique advertisement or other marketing material.

#### **COMPLIANCE MONITORING**

- XVI. IT IS FURTHER ORDERED** that, for the purpose of monitoring Settling Defendants' compliance with this Order, including the financial representations upon which part of the judgment was suspended and 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 the FTC, each Settling Defendant must: submit additional compliance reports or other requested information, which must be sworn under penalty of perjury; appear for depositions; and produce documents for inspection and copying. The FTC 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 Order, the FTC is authorized to communicate directly with each Settling Defendant. Settling Defendants must permit representatives of the FTC to interview any employee or other person affiliated with any Settling Defendant who has agreed to such an interview. The person interviewed may have counsel present.
- C. The FTC may use all other lawful means, including posing, through its representatives as consumers, suppliers, or other individuals or entities, to Settling Defendants or any individual or entity affiliated with Settling Defendants, without the necessity of identification or prior notice. Nothing in this Order limits the FTC's lawful use of compulsory process, pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49 and 57b-1.
- D. Upon written request from a representative of the FTC, any consumer reporting agency must furnish consumer reports concerning the Individual Defendants, pursuant to Section 604(1) of the Fair Credit Reporting Act, 15 U.S.C. §1681b(a)(1).

#### **ENTRY OF JUDGMENT**

**XVII. IT IS FURTHER ORDERED** that there is no just reason for delay of entry of this judgment, and that, pursuant to Federal Rule of Civil Procedure 54(b), the Clerk immediately

shall enter this Order as a final judgment as to Defendants Grand Teton Professionals, LLC, 99<sup>th</sup> Floor, LLC, Mait Management Inc., Demand Dynamics LLC, Atomium Corps Inc. (Wyoming), Startup Masters NJ Inc. (Wyoming), First Incorporation Services Inc. (Wyoming), Douglas Filter, and Marcio Andrade.

**RETENTION OF JURISDICTION**

**XVIII. IT IS FURTHER ORDERED** that this Court shall retain jurisdiction of this matter for all purposes.

**IT IS SO STIPULATED:**

/s/Marcio G. Andrade (with permission)  
GRAND TETON PROFESSIONALS, LLC,  
Defendant  
By: Marcio G. Andrade, President

/s/Marcio G. Andrade (with permission)  
99<sup>TH</sup> FLOOR, LLC  
Defendant  
By: Marcio G. Andrade, President

/s/Marcio G. Andrade (with permission)  
MAIT MANAGEMENT INC., Defendant  
By: Marcio G. Andrade, President

/s/Douglas C. Filter (with permission)  
ATOMIUM CORPS INC. (Wyoming),  
Defendant  
By: Douglas C. Filter, President

/s/Marcio G. Andrade (with permission)  
DEMAND DYNAMICS LLC, Defendant  
By: Marcio G. Andrade, President

/s/Douglas C. Filter (with permission)  
STARTUP MASTERS NJ INC. (Wyoming),  
Defendant  
By: Douglas C. Filter, President

/s/Marcio G. Andrade (with permission)  
MARCIO G. ANDRADE, Defendant

/s/Douglas C. Filter (with permission)  
FIRST INCORPORATION SERVICES  
INC. (Wyoming), Defendant  
By: Douglas C. Filter, President

/s/Douglas C. Filter (with permission)  
DOUGLAS C. FILTER, Defendant

*/s/Gregory A. Ashe*

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GREGORY A. ASHE (Bar No. PHV09777)  
IOANA R. GORECKI (Bar No. PHV10094)  
Federal Trade Commission  
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Attorneys for Plaintiff  
FEDERAL TRADE COMMISSION

*/s/Emily A. Gianquinto (with permission)*

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*/s/Richard B. Newman (with permission)*

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Attorneys for Defendants Grand Teton  
Professionals LLC, 99<sup>th</sup> Floor LLC,  
Demand Dynamics LLC, MAIT  
Management Inc., Atomium Corps Inc.  
(Wyoming), Startup Masters NJ Inc.  
(Wyoming), First Incorporation Services  
Inc. (Wyoming), Douglas Filter, and Marcio  
Andrade

### CERTIFICATE OF SERVICE

The undersigned hereby certifies that on January 17, 2020, a true and correct copy of (1) **STIPULATION TO ENTER ORDER FOR PERMANENT INJUNCTION AND MONETARY JUDGMENT AS TO DEFENDANTS GRAND TETON PROFESSIONALS, LLC, 99<sup>TH</sup> FLOOR, LLC, MAIT MANAGEMENT INC., DEMAND DYNAMICS LLC, ATOMIUM CORPS INC. (WYOMING), STARTUP MASTERS NJ INC. (WYOMING), FIRST INCORPORATION SERVICES INC. (WYOMING), DOUGLAS FILTER, AND MARCIO ANDRADE** and (2) [proposed] **STIPULATED ORDER FOR PERMANENT INJUNCTION AND MONETARY JUDGMENT AS TO DEFENDANTS GRAND TETON PROFESSIONALS, LLC, 99<sup>TH</sup> FLOOR, LLC, MAIT MANAGEMENT INC., DEMAND DYNAMICS LLC, ATOMIUM CORPS INC. (WYOMING), STARTUP MASTERS NJ INC. (WYOMING), FIRST INCORPORATION SERVICES INC. (WYOMING), DOUGLAS FILTER, AND MARCIO ANDRADE** were filed electronically with the United States District Court for the District of Connecticut using the CM/ECF system, which sent notification to all parties of interest participating in the CM/ECF system.

The undersigned counsel further certifies that a true and correct copy of (1) **STIPULATION TO ENTER ORDER FOR PERMANENT INJUNCTION AND MONETARY JUDGMENT AS TO DEFENDANTS GRAND TETON PROFESSIONALS, LLC, 99<sup>TH</sup> FLOOR, LLC, MAIT MANAGEMENT INC., DEMAND DYNAMICS LLC, ATOMIUM CORPS INC. (WYOMING), STARTUP MASTERS NJ INC. (WYOMING), FIRST INCORPORATION SERVICES INC. (WYOMING), DOUGLAS FILTER, AND MARCIO ANDRADE** and (2) [proposed] **STIPULATED ORDER FOR PERMANENT INJUNCTION AND MONETARY JUDGMENT AS TO DEFENDANTS GRAND TETON PROFESSIONALS, LLC, 99<sup>TH</sup> FLOOR, LLC, MAIT MANAGEMENT INC., DEMAND DYNAMICS LLC, ATOMIUM CORPS INC. (WYOMING), STARTUP MASTERS NJ INC. (WYOMING), FIRST INCORPORATION SERVICES INC. (WYOMING), DOUGLAS FILTER, AND MARCIO ANDRADE** will be emailed to the following non-CM/ECF participants:

Richard Newman, Esq.  
A. Nicole Phillips, Esq.  
Atomium Corps Inc. (Colorado)  
First Incorporation Services Inc. (Florida)

/s/Gregory A. Ashe  
Attorney for Plaintiff Federal Trade Commission