

**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 DEFENDANT STARTUP MASTERS NJ INC. (NEW  
JERSEY)**

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 Defendant Startup Masters NJ Inc. (New Jersey), 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 Defendant 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 Defendant neither admits nor denies any of the allegations in the Complaint, except as specifically stated in this Order. Only for purposes of this action, Settling Defendant admits the facts necessary to establish jurisdiction.
- D. Settling Defendant waives any claim that it 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 its own costs and attorney fees.
- E. Settling Defendant waives 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. **“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.
- I. **“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.

- J. **"Settling Defendant"** means Startup Masters NJ Inc. (a New Jersey company) and its successors and assigns.

## **ORDER**

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

- I. IT IS THEREFORE ORDERED** that Settling Defendant is 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 Defendant, Settling Defendant's 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 Defendant, Settling Defendant's 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 Defendant, Settling Defendant's 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 Defendant, Settling Defendant's 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 Defendant, Settling Defendant's 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 Defendant, Settling Defendant’s 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 Defendant, Settling Defendant's 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 Defendant, Settling Defendant's 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 Defendant, Settling Defendant's 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, 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; or
- 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 HUNDRED AND TWENTY NINE THOUSAND, AND FIFTY FOUR Dollars (\$929,054) is entered in favor of the FTC against Settling Defendant as equitable monetary relief, jointly and severally with Defendants 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), First Incorporation Services Inc. (a Wyoming company), Douglas C. Filter, and Marcio G. Andrade to the extent any judgment is entered against them.
- B. The judgment as to Settling Defendant is suspended, subject to the Subsections below.

- C. Upon entry of this Order, the asset freeze as to Settling Defendant is dissolved.
- D. The FTC's agreement to the suspension of the judgment is expressly premised upon the truthfulness, accuracy, and completeness of Settling Defendant's sworn financial statement and related documents (collectively, "financial representations") submitted to the FTC, namely the Financial Statement of Corporate Defendant Startup Masters NJ Inc. (New Jersey) signed by Richard Lewis, President on July 18, 2019, including the attachments.
- E. The suspension of the judgment will be lifted as to 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.
- F. If the suspension of the judgment is lifted, the judgment becomes immediately due as to 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.
- G. Settling Defendant relinquishes 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.
- H. 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.

- I. 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.
- J. Settling Defendant acknowledges that its Taxpayer Identification Numbers, which Settling Defendant 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.
- K. 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 Defendant has 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 Defendant 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. Settling Defendant must provide truthful and complete information, evidence, and testimony. 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.

### **ORDER ACKNOWLEDGMENTS**

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

- A. 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, 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 the subject matter 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 Settling Defendant delivered a copy of this Order, 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 Defendant make timely submissions to the FTC:

- A. One year after entry of this Order, Settling Defendant must submit a compliance report, sworn under penalty of perjury. 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 Settling Defendant; (b) identify all of 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; (d) describe in detail whether and how 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.
- B. For 10 years after entry of this Order, Settling Defendant must submit a compliance notice, sworn under penalty of perjury, within 14 days of any change in the following. Settling Defendant must report any change in: (a) any designated point of contact; or (b) the structure of Settling Defendant or any entity that 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.

- C. Settling Defendant must submit to the FTC notice of the filing of any bankruptcy petition, insolvency proceeding, or similar proceeding by or against 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 Defendant must create certain records for 10 years after entry of the Order, and retain each such record for 5 years. Specifically, Settling Defendant 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 Defendant's 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, 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 Settling Defendant. Settling Defendant must permit representatives of the FTC to interview any employee or other person affiliated with 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 Defendant or any individual or entity affiliated with Settling Defendant, 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.

### 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 Defendant Startup Masters NJ Inc. (New Jersey).

### 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/Gregory A. Ashe

GREGORY A. ASHE (Bar No. PHV09777)  
IOANA R. GORECKI (Bar No. PHV10094)  
Federal Trade Commission  
600 Pennsylvania Avenue NW  
Washington, DC 20580  
Telephone: 202-326-3719 (Ashe)  
Telephone: 202-326-2077 (Gorecki)  
Facsimile: 202-326-3768  
Email: [gashe@ftc.gov](mailto:gashe@ftc.gov), [igorecki@ftc.gov](mailto:igorecki@ftc.gov)

JOHN HUGHES (CT 05289)  
Assistant United States Attorney  
Chief of Civil Division  
157 Church Street  
New Haven, CT 06510  
Telephone: 203-821-3700  
Facsimile: 203-773-5373  
Email: [john.hughes@usdoj.gov](mailto:john.hughes@usdoj.gov)

Attorneys for Plaintiff  
FEDERAL TRADE COMMISSION

/s/Richard Lewis (with permission)

STARTUP MASTERS NJ INC. (New Jersey)  
Defendant  
by: Richard Lewis, President

/s/ A. Nicole Phillips (with permission)

A. NICOLE PHILLIPS  
Montgomery McCracken Walker  
& Rhoads LLP  
1735 Market Street  
Philadelphia, PA 19103  
Telephone: 215-772-7283  
Facsimile: 215-731-3781  
Email: [nphillips@mmwr.com](mailto:nphillips@mmwr.com)

Attorney for Defendant Startup Masters NJ  
Inc. (New Jersey)

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on December 13, 2019, a true and correct copy of (1) **STIPULATION TO ENTER ORDER FOR PERMANENT INJUNCTION AND MONETARY JUDGMENT AS TO DEFENDANT STARTUP MASTERS NJ INC. (NEW JERSEY)** and (2) [proposed] **STIPULATED ORDER FOR PERMANENT INJUNCTION AND MONETARY JUDGMENT AS TO DEFENDANT STARTUP MASTERS NJ INC. (NEW JERSEY)** 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 DEFENDANT STARTUP MASTERS NJ INC. (NEW JERSEY)** and (2) [proposed] **STIPULATED ORDER FOR PERMANENT INJUNCTION AND MONETARY JUDGMENT AS TO DEFENDANT STARTUP MASTERS NJ INC. (NEW JERSEY)** 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