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**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

Federal Trade Commission,

Plaintiff,

v.

SuperGoodDeals.com, Inc.; and

Kevin J. Lipsitz, individually and as an officer of  
SuperGoodDeals.com, Inc.,

Defendants.

**Case No. 20-cv-3027-ENV-RER**

**STIPULATED ORDER FOR  
PERMANENT INJUNCTION  
AND MONETARY  
JUDGMENT**

Plaintiff, the Federal Trade Commission (“Commission” or “FTC”), filed its Complaint for Permanent Injunction and Other Equitable Relief (“Complaint”), for a permanent injunction, monetary relief, and other relief in this matter, pursuant to Sections 13(b) and 19 of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 53(b), and 57b, and the Mail, Internet, or Telephone Order Merchandise Rule (“MITOR” or “Rule”), 16 C.F.R. Part 435. The Commission and Defendants stipulate to the entry of this Stipulated Order for Permanent Injunction and Monetary Judgment (“Order”) to resolve all matters in dispute between them.

**THEREFORE, IT IS ORDERED** as follows:

## FINDINGS

1. This Court has jurisdiction over this matter.
2. The Complaint charges that Defendants participated in deceptive acts or practices in violation of Section 5 of the FTC Act, **15 U.S.C. § 45**, and MITOR, 16 C.F.R. Part 435, by failing to ship purchased goods within one business day as advertised; failing to have a reasonable basis to ship purchased goods within one business day as advertised; failing to ship orders within the timeframe required by MITOR and failing to offer consumers the opportunity to consent to a delay in shipping or to cancel their order and receive a refund; failing to provide requested or required refunds; and marketing and selling counterfeit, not certified, or not specifically branded goods as authentic, certified, or specifically branded.
3. Defendants admit all of the facts and allegations as set forth in this action's Complaint [**Dkt. 1**].
4. Defendants waive any claim that they may have under the Equal Access to Justice Act, **28 U.S.C. § 2412**, concerning the prosecution of this action through the date of this Order, and agree to bear their own costs and attorney fees.
5. Defendants and the Commission waive all rights to appeal or otherwise challenge or contest the validity of this Order.

## DEFINITIONS

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

- A. **“Applicable Time Period”** means the time stated in Defendants' solicitation or within 30 days of Receipt of a Properly Completed Order if no time is stated in the solicitation.

B. “**Clearly and Conspicuously**” means that a required disclosure is difficult to miss (*i.e.*, easily noticeable) and easily understandable by ordinary consumers, including in all of the following ways:

1. In any communication that is solely visual or solely audible, the disclosure must be made through the same means through which the communication is presented.

In any communication made through both visual and audible means, such as a television advertisement, the disclosure must be presented simultaneously in both the visual and audible portions of the communication even if the representation requiring the disclosure is made in only one means.

2. A visual disclosure, by its size, contrast, location, the length of time it appears, and other characteristics, must stand out from any accompanying text or other visual elements so that it is easily noticed, read, and understood.

3. An audible disclosure, including by telephone or streaming video, must be delivered in a volume, speed, and cadence sufficient for ordinary consumers to easily hear and understand it.

4. In any communication using an interactive electronic medium, such as the internet or software, the disclosure must be unavoidable.

5. The disclosure must use diction and syntax understandable to ordinary consumers and must appear in each language in which the representation that requires the disclosure appears.

6. The disclosure must comply with these requirements in each medium through which it is received, including all electronic devices and face-to-face communications.

7. The disclosure must not be contradicted or mitigated by, or inconsistent with, anything else in the communication.

8. When the representation or sales practice targets a specific audience, such as children, the elderly, or the terminally ill, “ordinary consumers” includes reasonable members of that group.

C. “**Corporate Defendant**” means SuperGoodDeals.com, Inc., and each of its subsidiaries, affiliates, successors, and assigns.

D. “**Defendants**” means Individual Defendant and Corporate Defendant, individually, collectively, or in any combination.

E. “**Document**” is synonymous in meaning and equal in scope to the usage of “document” and “electronically stored information” in **Federal Rule of Civil Procedure 34(a)**, **Fed. R. Civ. P. 34(a)**, and includes writings, drawings, graphs, charts, photographs, sound and video recordings, images, internet sites, web pages, websites, electronic correspondence, including e-mail and instant messages, contracts, accounting data, advertisements, FTP Logs, Server Access Logs, books, written or printed records, handwritten notes, telephone logs, telephone scripts, receipt books, ledgers, personal and business canceled checks and check registers, bank statements, appointment books, computer records, customer or sales databases and any other electronically stored information, including Documents located on remote servers or cloud computing systems, and other data or data compilations from which information can be obtained directly or, if necessary, after translation into a reasonably usable form. A draft or non-identical copy is a separate Document within the meaning of the term.

F. “**Individual Defendant**” means Kevin J. Lipsitz.

G. **“Option”** means an offer made Clearly and Conspicuously and without prior demand.

H. **“Personal Protective Equipment”** means protective clothing, helmets, gloves, face shields, goggles, facemasks, respirators, or other equipment designed, intended, or represented to protect the wearer from the spread of infection or illness.

I. **“Prompt,”** in the context of a Refund, means a Refund sent by any means at least as fast and reliable as first-class mail within 7 days of the date on which the buyer’s right to Refund vests under the provisions of this Order. Provided, however, that where Defendants cannot provide a Refund by the same method payment was tendered, Prompt Refund means a Refund sent in the form of cash, check, or money order, by any means at least as fast and reliable as first class mail, within 7 days of the date on which Defendants discover they cannot provide a Refund by the same method as payment was tendered.

J. **“Protective Goods and Services”** means any good or service designed, intended, or represented to detect, treat, prevent, mitigate, or cure COVID-19 or any other infection or disease, including, but not limited to, Personal Protective Equipment, hand sanitizer, and thermometers.

K. **“Refund”** means:

1. Where the buyer tendered full payment for the unshipped merchandise in the form of cash, check, or money order, a return of the amount tendered in the form of cash, check, or money order sent to the buyer;

2. Where there is a credit sale:

a. And Defendant is a creditor, a copy of a credit memorandum or the like or an account statement sent to the buyer reflecting the removal or absence of any remaining charge incurred as a result of the sale from the buyer's account;

b. And a third party is the creditor, an appropriate credit memorandum or the like sent to the third party creditor which will remove the charge from the buyer's account and a copy of the credit memorandum or the like sent to the buyer that includes the date that Defendant sent the credit memorandum or the like to the third party creditor and the amount of the charge to be removed, or a statement from Defendant acknowledging the cancellation of the order and representing that it has not taken any action regarding the order which will result in a charge to the buyer's account with the third party;

c. And the buyer tendered partial payment for the unshipped merchandise in the form of cash, check, or money order, a return of the amount tendered in the form of cash, check, or money order sent to the buyer.

3. Where the buyer tendered payment for the unshipped merchandise by any means other than those enumerated in (1) or (2) of this definition:

a. Instructions sent to the entity that transferred payment to Defendant instructing that entity to return to the buyer the amount tendered in the form tendered and a statement sent to the buyer setting forth the instructions sent to the entity including the date of the instructions and the amount to be returned to the buyer;

b. A return of the amount tendered in the form of cash, check or money order sent to the buyer; or

c. A statement from Defendant sent to the buyer acknowledging the cancellation of the order and representing that Defendant has not taken any action regarding the order which will access any of the buyer's funds.

L. **“Receipt of a Properly Completed Order”** means, where the buyer tenders full or partial payment in the proper amount in the form of cash, check, or money order; authorization from the buyer to charge an existing charge account; or other payment methods, the time at which Defendant receives both said payment and an order from the buyer containing all of the information needed by Defendant to process and Ship the order.

M. **“Ship,”** or any variation thereof, including Shipment or Shipping, means the act by which the merchandise is physically placed in the possession of the carrier.

## **ORDER**

### **CONDUCT RELIEF**

#### **I.**

**IT IS THEREFORE ORDERED** that Defendants are permanently restrained and enjoined from the advertising, marketing, promoting, or offering for sale, or assisting others in the advertising, marketing, promoting, or offering for sale, of any Protective Goods and Services.

#### **II.**

**IT IS FURTHER ORDERED** that Defendants, 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 sale of any good ordered by mail, via the internet, or by telephone, are permanently restrained and enjoined from:

- A. Representing, without a reasonable basis, that Defendants will: (1) Ship ordered goods within the time stated in their solicitation; or (2) Ship ordered goods by any revised Shipping date provided to buyers.
- B. Where the order solicitation does not Clearly and Conspicuously state a Shipping time, soliciting any order for the sale of merchandise without having a reasonable basis that the goods will Ship 30 days after Receipt of a Properly Completed Order.
- C. Informing buyers that Defendants are unable to make any representation regarding the length of any Shipping delay unless Defendants have a reasonable basis for so informing buyers.
- D. Failing to provide buyers with the Option either to consent to the delay in Shipping or to cancel the order and receive a Prompt Refund where Defendants cannot Ship the ordered goods within the Applicable Time Period. Said Option must be provided within a reasonable time after the Defendants become aware of their inability to Ship within the Applicable Time Period, but in no event later than the Applicable Time Period.
  1. Provided however, that any such Option must either:
    - a. Provide a definite revised Shipping date; or
    - b. Where Defendants lack a reasonable basis for providing a definite revised Shipping date, inform the buyer that:
      - i. The seller is unable to make any representation regarding the length of the delay; and
      - ii. The reason(s) for the delay.



2. Where Defendants have provided a definite revised Shipping date, pursuant to II.D.1.a, that is more than 30 days later than the Applicable Time Period, Defendants must also Clearly and Conspicuously inform the buyer that the buyer's order will automatically be deemed to have been cancelled unless:

a. Defendants have Shipped the merchandise within the Applicable Time Period, and the Defendants have received no cancellation request prior to Shipment; or

b. The buyer has specifically consented to said Shipping delay within the Applicable Time Period.

3. Where Defendants have informed the buyer that they cannot make any representation regarding the length of the delay pursuant to Section II.D.1.b, Defendants must also Clearly and Conspicuously inform the buyer that the buyer's order will automatically be deemed to have been cancelled unless:

a. Defendants have Shipped the merchandise within 30 days of the Applicable Time Period, and the Defendants have received no cancellation request prior to Shipment; or

b. The buyer has specifically consented to said Shipping delay within 30 days of the Applicable Time Period. Provided however, Defendants must also expressly inform the buyer that the buyer will have a continuing right to cancel the order at any time after the Applicable Time Period.

E. Where the buyer has consented to a definite revised Shipping date pursuant to Section II.D, and Defendants become aware they are unable to Ship ordered goods by that date, failing to provide a renewed Option either to consent to a further delay or to

cancel the order and receive a Prompt Refund. Said Option must be made within a reasonable time after the Defendants first become aware of their inability to Ship before the said definite revised Shipping date, but in no event later than the expiration of the definite revised Shipping date. Provided however, that any such Option must provide a new definite revised Shipping date, unless Defendants lack a reasonable basis for doing so. In such event, Defendants must also provide the notices required by Section II.D.1.b and Section II.D.3 of this Order.

- F. Failing to cancel any order and provide the buyer with a Prompt Refund:
1. When Defendants have received a cancellation and Refund request from the buyer pursuant to Section II of this Order;
  2. Under the circumstances prescribed in Sections II.D.2 and II.D.3;
  3. When Defendants fail to provide the Option required by Section II.D and have not shipped the merchandise within the Applicable Time Period; or
  4. When Defendants notify the buyer that they have decided not to Ship the merchandise.

### III.

**IT IS FURTHER ORDERED** that in any action brought by the Commission alleging a violation of Section II of this Order, the failure to create and maintain records establishing compliance with Section II creates a rebuttable presumption that Defendants violated the provisions of that Section.

### IV.

**IT IS FURTHER ORDERED** that Defendants, 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 sale of any good or service ordered by mail, via the internet, or by telephone are permanently restrained and enjoined from, or assisting others in, expressly or by implication, misrepresenting:

- A. The good is in stock or otherwise ready to ship;
- B. The time within which the buyer will receive the ordered good;
- C. That any costs will be refunded if the order does not arrive on time; any guarantee, such as a “100% Money Back Guarantee”; or any material aspect of a Refund policy;
- D. The nature or quality of the good, such as that it is certified or a specific brand;
- E. The good the consumer ordered will be the good delivered; or
- F. 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. MONETARY JUDGMENT

**IT IS FURTHER ORDERED** that:

- A. Judgment in the amount of one million eighty-eight thousand nine hundred eighty-four dollars and twenty cents (\$1,088,984.20) is entered in favor of the Commission against Defendants, jointly and severally, as monetary relief.
- B. Defendants are ordered to pay to the Commission, one hundred forty-five thousand nine hundred and fifty-eight dollars and fifty-nine cents, (\$145,958.59), which, as Defendants stipulate, their undersigned counsel holds in escrow for no purpose other than payment to the Commission. Such payment must be made within 7 days of entry of this Order by electronic fund transfer in accordance with instructions provided by a

representative of the Commission. Upon such payment, the remainder of the judgment is suspended, subject to the Subsections below.

C. The Commission's agreement to the suspension of part of the judgment is expressly premised upon the truthfulness, accuracy, and completeness of Defendants' sworn financial statements and related documents (collectively, "financial representations") submitted to the Commission, namely:

1. The Financial Statement of Individual Defendant, Kevin J. Lipsitz, signed on November 30, 2021, including the attachments;
2. The Financial Statement of Corporate Defendant, SuperGoodDeals.com, Inc., signed by Kevin J. Lipsitz on November 20, 2021, including the attachments;
3. The tax information submitted by, or under the direction of, Defendants' counsel to the FTC on December 7, 2021;
4. The supplemental tax and financial information submitted by, or under the direction of, Defendants' counsel to the FTC on February 16, 2022;
5. The supplemental sales and shipping information submitted by, or under the direction of, Defendants' counsel to the FTC on February 17, 2022;
6. The supplemental personal financial and criminal case information submitted by, or under the direction of, Defendants' counsel to the FTC on April 9, 2022;
7. The supplemental personal financial information submitted by, or under the direction of, Defendants' counsel to the FTC on April 12, 2022;

8. The supplemental sales and shipping information submitted by, or under the direction of, Defendants' counsel to the FTC on April 19, 2022;
9. The supplemental personal financial information submitted by, or under the direction of, Defendants' counsel to the FTC on April 29, 2022;
10. The supplemental personal financial information submitted by, or under the direction of, Defendants' counsel to the FTC on May 13, 2022;
11. The supplemental home appraisal information submitted by, or under the direction of, Defendants' counsel to the FTC on June 15, 2022;
12. The supplemental personal financial information submitted by, or under the direction of, Defendants' counsel to the FTC on October 19, 2022; and
13. The supplemental personal financial information submitted by, or under the direction of, Defendants' counsel to the FTC on November 1, 2022;
14. The supplemental personal financial information submitted by, or under the direction of, Defendants' counsel to the FTC on December 13, 2022;
15. The supplemental personal financial information submitted by, or under the direction of, Defendants' counsel to the FTC on January 12, 2023;
16. The supplemental personal financial declaration submitted by, or under the direction of, Defendants' counsel to the FTC on January 31, 2023;
17. The "House Sale Deed and Closing Statement" provided by Defendants to the FTC on December 4, 2023; and
18. The supplemental personal financial declaration submitted by Kevin J. Lipsitz and executed on December 6, 2023.

D. The suspension of the judgment will be lifted as to any Defendant if, upon motion by the Commission, the Court finds that any 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.

E. If the suspension of the judgment is lifted, the judgment becomes immediately due as to that Defendant in the amount specified in Subsection A above (which the parties stipulate only for purposes of this Section represents the 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.

## VI. ADDITIONAL MONETARY PROVISIONS

**IT IS FURTHER ORDERED** that:

A. 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.

B. The facts alleged in the Complaint will be taken as true, without further proof, in any subsequent civil litigation by or on behalf of the Commission, including in a proceeding to enforce its rights to any payment or monetary judgment pursuant to this Order, such as a nondischargeability complaint in any bankruptcy case.

C. The facts alleged in the Complaint establish all elements necessary to sustain an action by the Commission pursuant to Section 523(a)(2)(A) of the Bankruptcy Code, **11 U.S.C. § 523(a)(2)(A)**, and this Order will have collateral estoppel effect for such purposes.

D. Defendants acknowledge that their Taxpayer Identification Numbers or Employer Identification Numbers, which Defendants must submit to the Commission, may be used

for collecting and reporting on any delinquent amount arising out of this Order, in accordance with **31 U.S.C. § 7701**.

E. All money received by the Commission pursuant to this Order may be deposited into a fund administered by the Commission or its designee to be used for consumer relief, such as 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 such redress is completed, the Commission may apply any remaining money for such related relief (including consumer information remedies) as it determines to be reasonably related to Defendants' practices alleged in the Complaint. Any money not used for relief is to be deposited to the U.S. Treasury. Defendants have no right to challenge any actions the Commission or its representatives may take pursuant to this Subsection.

## **VII. CUSTOMER INFORMATION**

**IT IS FURTHER ORDERED** that Defendants, 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 permanently restrained and enjoined from directly or indirectly:

- A. Failing to provide sufficient customer information to enable the Commission to efficiently administer consumer redress. If a representative of the Commission requests in writing any information related to redress, Defendants must provide it, in the form prescribed by the Commission, within 14 days.
- B. Disclosing, using, or benefitting from customer information, including 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 sale of Protective Goods and Services or those practices in Section IV.D; and

C. Failing to destroy such customer information in all forms in their possession, custody, or control within 30 days after receipt of written direction to do so from a representative of the Commission.

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.

### **VIII. ORDER ACKNOWLEDGMENTS**

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

- A. Each 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 20 years after entry of this Order, Defendants 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 this Order and all agents and representatives who participate in conduct related to the subject matter of this 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 Defendants deliver a copy of this Order, Defendants must obtain, within 30 days, a signed and dated acknowledgment of receipt of this Order.

## IX. COMPLIANCE REPORTING

**IT IS FURTHER ORDERED** that each Defendant make timely submissions to the Commission:

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

1. Each Defendant must: (a) identify the primary physical, postal, and email address and telephone number, as designated points of contact, which representatives of the Commission may use to communicate with Defendant; (b) identify all of 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, whether these businesses involve Mail, Internet or Telephone Order Sales; (d) describe in detail whether and how 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, 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 he performs services whether as an employee or otherwise and any entity in which

he has any ownership interest; and (c) describe in detail such his involvement in each such business, including title, role, responsibilities, participation, authority, control, and any ownership.

B. For 20 years after entry of this Order, each Defendant must submit a compliance notice, sworn under penalty of perjury, within 14 days of any change in the following:

1. Each Defendant must report any change in: (a) any designated point of contact; or (b) the structure of Corporate Defendant or any entity that Defendant has any ownership interest in or controls directly or indirectly that may affect compliance obligations arising under this 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, 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 he performs services whether as an employee or otherwise and any entity in which he has any ownership interest, and identify the name, physical address, and any Internet address of the business or entity.

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

D. Any submission to the Commission required by this 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. SuperGoodDeals.com, Inc., et al., Matter No. X200055.

#### **X. RECORDKEEPING**

**IT IS FURTHER ORDERED** that Defendants must create certain records for 20 years after entry of this Order, and retain each such record for 5 years. Specifically, Corporate Defendant and Individual Defendant for any business that he, individually or collectively with any other Defendant, is a majority owner or controls directly or indirectly, must create and retain the following records:

- A. Accounting records showing the revenues from all goods or services sold;
- B. Personnel records showing, for each person providing services, whether as an employee or otherwise, that person’s name; addresses; telephone numbers; job title or position; dates of service; and (if applicable) the reason for termination;
- C. Records of all consumer complaints and requests for Refunds or reimbursement, 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; and

E. A copy of each unique advertisement or other marketing material making any representation concerning the shipping, refunds, or returns of any good ordered by mail, via the internet, or by telephone, or the authenticity, certification, or specific branding of any product or service.

## XI. COMPLIANCE MONITORING

**IT IS FURTHER ORDERED** that, for the purpose of monitoring 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 Commission, each Defendant must: submit additional compliance reports or other requested information, which must be sworn under penalty of perjury; appear for depositions; and produce documents for inspection and copying. The Commission is also authorized to obtain discovery, without further leave of court, using any of the procedures prescribed by **Federal Rules of Civil Procedure 29, 30** (including telephonic depositions), 31, 33, 34, 36, 45, and 69.

B. For matters concerning this Order, the Commission is authorized to communicate directly with Defendants. Defendants must permit representatives of the Commission to interview any employee or other person affiliated with Defendants who has agreed to such an interview. The person interviewed may have counsel present.

C. The Commission may use all other lawful means, including posing, through its representatives as consumers, suppliers, or other individuals or entities, to Defendants or any individual or entity affiliated with Defendants, without the necessity of identification

or prior notice. Nothing in this Order limits the Commission's lawful use of compulsory process, pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1.

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

## XII. 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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_.


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United States District Judge

**SO STIPULATED AND AGREED:**

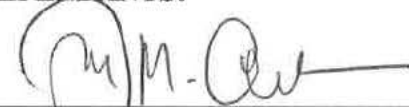
**FOR PLAINTIFF:**

**FEDERAL TRADE COMMISSION**

  
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Date: 2/26/2024

**FOR DEFENDANTS:**


  
\_\_\_\_\_  
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Date: 12/6/23

COUNSEL FOR SUPERGOODDEALS.COM, INC. AND KEVIN J. LIPSITZ

**DEFENDANTS:**

**SUPERGOODDEALS.COM, INC. and KEVIN J. LIPSITZ**

  
\_\_\_\_\_  
KEVIN J. LIPSITZ, individually  
And as an officer of SUPERGOODDEALS.COM, INC.

Date: 12/6/23

**Application Granted  
SO ORDERED  
Brooklyn, New York  
Dated: 3/13/2024**

/s/ Eric N. Vitaliano  
**Eric N. Vitaliano  
United States District Judge**