

**UNITED STATES OF AMERICA  
BEFORE THE FEDERAL TRADE COMMISSION**

**COMMISSIONERS:**        **Andrew N. Ferguson, Chairman  
Melissa Holyoak  
Mark R. Meador**

**In the Matter of**

**SOUTHERN HEALTH SOLUTIONS, INC.,  
a corporation, also d/b/a NEXT MEDICAL  
and NEXTMED,**

**ROBERT S. EPSTEIN, individually and  
as a former officer of SOUTHERN  
HEALTH SOLUTIONS, INC., and,**

**FRANK PAT LEONARDO, III, individually  
and as an officer of SOUTHERN  
HEALTH SOLUTIONS, INC.**

**DECISION AND ORDER**

**DOCKET NO. C-4827**

**DECISION**

The Federal Trade Commission (“Commission”) initiated an investigation of certain acts and practices of the Respondents named in the caption. The Commission’s Bureau of Consumer Protection (“BCP”) prepared and furnished to Respondents a draft Complaint. BCP proposed to present the draft Complaint to the Commission for its consideration. If issued by the Commission, the draft Complaint would charge the Respondents with violations of the Federal Trade Commission Act.

Respondents and BCP thereafter executed an Agreement Containing Consent Order (“Consent Agreement”). The Consent Agreement includes: 1) statements by Respondents that they neither admit nor deny any of the allegations in the Complaint, except as specifically stated in this Decision and Order, and that only for purposes of this action, they admit the facts necessary to establish jurisdiction; and 2) waivers and other provisions as required by the Commission’s Rules.

The Commission considered the matter and determined that it had reason to believe that Respondents have violated the Federal Trade Commission Act, and that a Complaint should issue stating its charges in that respect. The Commission accepted the executed Consent Agreement and placed it on the public record for a period of 30 days for the receipt and consideration of public comments. The Commission duly considered any comments received

from interested persons pursuant to Section 2.34 of its Rules, 16 C.F.R. § 2.34. Now, in further conformity with the procedure prescribed in Rule 2.34, the Commission issues its Complaint, makes the following Findings, and issues the following Order:

### **Findings**

1. The Respondents are:
  - a. Respondent Southern Health Solutions, Inc., formerly named Helio Logistics, Inc., also doing business as Next Medical and as NextMed, a Delaware corporation with its principal office or place of business at 2248 Broadway #1158, New York, NY 10024.
  - b. Respondent Robert S. Epstein, the founder, majority owner, and a former director of Southern Health Solutions, Inc. Until June 4, 2023, he was its Chief Executive Officer. Individually or in concert with others, he controlled or had the authority to control, or participated in the acts and practices of Southern Health Solutions, Inc. His principal office or place of business is the same as that of Southern Health Solutions, Inc.
  - c. Respondent Frank Pat Leonardo, III, the Chief Executive Officer of Southern Health Solutions, Inc. From February 2022 until June 4, 2023, he was its Chief Operating Officer and its Chief Marketing Officer. Individually or in concert with others, he controlled or had the authority to control, or participated in the acts and practices of Southern Health Solutions, Inc. His principal office or place of business is the same as that of Southern Health Solutions, Inc.
2. The Commission has jurisdiction over the subject matter of this proceeding and over the Respondents, and the proceeding is in the public interest.

### **ORDER**

#### **Definitions**

For purposes of this Order, the following definitions apply:

- A. “Account” means a demand deposit (checking), savings, or other consumer asset account (other than an occasional or incidental credit balance in a credit plan) held either directly or indirectly by a Financial Institution, as defined below, and established primarily for personal, family, or household purposes.
- B. “Billing Information” means any data that enables any person to access a consumer’s account, such as a credit card, checking, savings, share or similar account, utility bill, mortgage loan account, or debit card.
- C. “Charge,” “Charged,” or “Charging” means any attempt to collect money or other consideration from a consumer, including causing Billing Information to be submitted for

payment, including against the consumer's credit card, debit card, bank account, telephone bill, or other account.

- D. "Clearly and Conspicuously" means that a required disclosure is easily noticeable (i.e., difficult to miss) and easily understandable by reasonable 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 ("triggering representation") is made through 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 reasonable 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 reasonable consumers and must appear in each language in which the triggering representation 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, "reasonable consumers" includes members of that group.
- E. "Close Proximity" means that the disclosure is very near the triggering representation. For example, a disclosure made through a hyperlink, pop-up, interstitial, or other similar technique is not in Close Proximity to the triggering representation.
- F. "Competent and Reliable Evidence" means tests, analyses, research, studies, or other evidence based on the expertise of professionals in the relevant area, that (1) have been conducted and evaluated in an objective manner by qualified persons and (2) are generally accepted in the profession to yield accurate and reliable results.

- G. “Electronic Fund Transfer,” as defined by the Electronic Fund Transfer Act, 15 U.S.C. § 1693a(7), means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephone, or computer or magnetic tape so as to order, instruct, or authorize a Financial Institution to debit or credit an Account, except that it does not mean a transaction made using a debit card or debit card account which a consumer has identified as a credit card or credit card account.
- H. “Financial Institution” means a state or national bank, a state or federal savings and loan association, a mutual savings bank, a state or federal credit union, or any other person who, directly or indirectly, holds an Account belonging to a consumer.
- I. “Material” means likely to affect a person’s choice of, or conduct regarding, Products or Services.
- J. “Negative Option Feature” is a provision of a contract under which the consumer’s silence or failure to take affirmative action to reject a good or service or to cancel the agreement is interpreted by the seller as acceptance or continuing acceptance of the offer, including: an automatic renewal; a continuity plan; a free-to-pay conversion or fee-to-pay conversion; or a pre-notification negative option plan.
- K. “Product or Service” means any good or service, including any plan or program.
- L. “Respondents” means the Corporate Respondent and the Individual Respondents, individually, collectively, or in any combination.
  - 1. “Corporate Respondent” means Southern Health Solutions, Inc., formerly named Helio Logistics, Inc., also doing business as Next Medical and as NextMed, and its successors and assigns.
  - 2. “Individual Respondents” means Robert S. Epstein and Frank Pat Leonardo, III.

## **Provisions**

### **I. Prohibited Misrepresentations**

**IT IS ORDERED** that Respondents, and Respondents’ 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 manufacturing, labeling, advertising, promotion, offering for sale, sale, or distribution of any Product or Service must not make any misrepresentation, expressly or by implication:

- A. that the cost of a telehealth service includes the cost of medical consultations or appointments, lab work, or a drug, supplement, or other medical treatment;
- B. that a Product or Service is free, a bonus, a gift, without cost, or without obligation;

- C. about the cost or price of such Product or Service;
- D. about the total price of or cost to obtain such Product or Service;
- E. about the amount that a consumer will be Charged;
- F. that a consumer will not be Charged for any Product or Service;
- G. about the timing or manner of any Charge or bill (including the date of the Charge and whether it will be a credit card charge or a checking account debit);
- H. that a consumer purchased or agreed to purchase a Product or Service, or that a transaction has been authorized by a consumer, including through mailings, email, billings, credit card charges, and checking account debits;
- I. that a customer is obligated to pay any Charge for which the customer has not given express informed consent;
- J. the existence of a Negative Option Feature;
- K. any term of a Negative Option Feature, including:
  - 1. how and to what consumers are consenting;
  - 2. any deadline to prevent or stop a Charge; or
  - 3. the cancellation of the Negative Option Feature; or
- L. about any other fact Material to consumers concerning the nature or terms of a refund, cancellation, exchange, or repurchase policy of such Product or Service or the performance, efficacy, nature, or central characteristics of such Product or Service.

## **II. Prohibited Claims Regarding Average or Typical Results**

**IT IS FURTHER ORDERED** that Respondents, and Respondents' 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 manufacturing, labeling, advertising, promotion, offering for sale, sale, or distribution of any Product or Service must not make any representation, expressly or by implication, about the average or typical results or benefits achieved by users of such Product or Service, unless the representation is non-misleading, including that, at the time such representation is made, they possess and rely upon Competent and Reliable Evidence to substantiate that the representation is true.

## **III. Prohibitions Regarding Testimonials and Endorsements**

**IT IS FURTHER ORDERED** that Respondents, and Respondents' 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 manufacturing, labeling, advertising, promotion, offering for sale, sale, or distribution of any Product or Service must not make any misrepresentation, expressly or by implication:

- A. that any endorsement or review of such Product or Service is a truthful endorsement or review by an actual user of the Product or Service; or
- B. about the status of any endorser or person providing a review of such Product or Service, including a misrepresentation that the endorser or reviewer is an independent or ordinary user of the Product or Service.

#### **IV. Express Informed Consent**

**IT IS FURTHER ORDERED** that Respondents, and Respondents' 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 manufacturing, labeling, advertising, promotion, offering for sale, sale, or distribution of any Product or Service, must not fail to obtain the consumer's express informed consent before Charging the consumer. In obtaining such express informed consent, Respondents must:

- A. in connection with all transactions, only Charge consumers after obtaining unambiguously affirmative consent from consumers to be Charged, provided by consumers after Respondents disclose Clearly and Conspicuously, and in Close Proximity to any request for Billing Information:
  - 1. the name of the seller or provider of the Product or Service;
  - 2. a description of the Product or Service, including the length of any required contract;
  - 3. the amount and timing of each and every Charge for the Product or Service; and
  - 4. all Material restrictions, limitations, or conditions applicable to the purchase, receipt, or use of the Product or Service that is the subject of the offer, including any other required costs or Charges to obtain the Product or Service.
- B. keep or maintain verification of the consumer's consent for at least three years, including, for oral offers, an unedited voice recording of the entire transaction, and:
  - 1. maintain each record of verification such that it can be retrieved by date and by the consumer's name, telephone number, or Billing Information; and
  - 2. provide the record of verification upon request to the consumer, the consumer's bank, or any law enforcement entity.

## **V. Prohibitions Relating to Refunds and Cancellation**

**IT IS FURTHER ORDERED** that Respondents, and Respondents' 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 manufacturing, labeling, advertising, promotion, offering for sale, sale, or distribution of any Product or Service must not:

- A. fail to disclose, Clearly and Conspicuously, before consumers are asked to pay money, submit consideration, or reveal Billing Information, all Material terms and conditions of any cancellation or refund policy, including any early termination fees;
- B. fail to provide a simple mechanism by which consumers can request a cancellation or a refund, including;
  - i. at a minimum, providing a simple mechanism through the same medium (such as internet, telephone, mail, or in-person) the consumer used to purchase the Product or Service;
  - ii. for telephone requests for cancellations or refunds, providing a telephone number and assuring that all calls to this number are answered promptly during normal business hours;
- C. deny a cancellation or refund request on the basis that a consumer has not fulfilled a minimum length contract, unless that contract length requirement has been Clearly and Conspicuously disclosed to the consumer prior to purchase;
- D. impose an early termination fee on any consumer who requests to cancel, unless the existence and amount of the fee has been Clearly and Conspicuously disclosed to the consumer prior to purchase;
- E. fail to promptly honor any consumer's cancellation or refund request that complies with any policies in effect at the time of the consumer's purchase;
- F. fail to promptly honor any consumer's cancellation or refund request if such Product or Service has not been timely provided; and
- G. misrepresent, expressly or by implication, the terms and conditions of any refund or cancellation policy or policies.

## **VI. Required Disclosure of Material Connections**

**IT IS FURTHER ORDERED** that Respondents, and Respondents' 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 manufacturing, labeling, advertising, promotion, offering for sale, sale, or distribution of any Product or Service must not make any representation, expressly or by implication, about any endorser or reviewer of a Product or Service without disclosing, Clearly and Conspicuously, and in Close Proximity to that representation, any Unexpected Material Connection between such endorser or reviewer and (1) any Respondent; or (2) any other individual or entity affiliated with the Product or Service. For purposes of this Provision, "Unexpected Material Connection" means any relationship that might Materially affect the weight or credibility of the endorsement or review and that would not reasonably be expected by consumers.

## **VII. Prohibited Manipulation of Reviews**

**IT IS FURTHER ORDERED** that Respondents, and Respondents' 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 manufacturing, labeling, advertising, promotion, offering for sale, sale, or distribution of any Product or Service must not, in connection with consumers' reviews of any Product or Service, take any actions that have the effect of distorting or otherwise misrepresenting what consumers think of the Products or Services, including:

- A. selectively soliciting reviews from individuals expected to or more likely to give positive or otherwise favorable reviews;
- B. offering payments, refunds, or other incentives conditioned on removing or changing negative or otherwise critical reviews or posting positive or otherwise favorable reviews;
- C. reporting or disputing negative or otherwise critical reviews as false, suspicious, or violative of policies without a reasonable basis for doing so; or
- D. selectively reporting critical or otherwise negative reviews as false, suspicious, or violative of review platform policies.

## **VIII. Required Authorization Prior to Any Electronic Fund Transfer**

**IT IS FURTHER ORDERED** that Respondents, in connection with any Electronic Fund Transfer from any consumer Account, must not:

- A. fail to obtain consumer authorization before initiating any Electronic Fund Transfer from any consumer Account as required by Section 907(a) of the Electronic Fund Transfer Act, 15 U.S.C. § 1693e(a), and Section 1005.10(b) of Regulation E, 12 C.F.R. § 1005.10(b), as more fully set out in Section 1005.10(b) of the Consumer Financial



Protection Bureau's Official Staff Commentary to Regulation E, 12 C.F.R. § 1005(b), Supp. I; or

- B. fail to provide any consumer with advance notice of Electronic Fund Transfers from the consumer's Account varying in amount from previous transfers as required by Section 907(b) of the Electronic Fund Transfer Act, 15 U.S.C. § 1693e(b), and Section 1005.10(d) of Regulation E, 12 C.F.R. § 1005.10(d), as more fully set out in Section 1005.10(d) of the Consumer Financial Protection Bureau's Official Staff Commentary to Regulation E, 12 C.F.R. § 1005.10(d), Supp. I.

For the purposes of this Provision, "consumer" means a natural person that may be billed for Products or Services.

## **IX. Monetary Relief**

**IT IS FURTHER ORDERED** that:

- A. Respondents must pay to the Commission \$150,000, which Respondents stipulate their undersigned counsel holds in escrow for no purpose other than payment to the Commission.
- B. Such payment must be made within 8 days of the effective date of this Order by electronic fund transfer in accordance with instructions provided by a representative of the Commission.

## **X. Additional Monetary Provisions**

**IT IS FURTHER ORDERED** that:

- A. Respondents 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 to enforce its rights to any payment 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 or on behalf of 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. All money paid to the Commission pursuant to this Order may be deposited into a fund administered by the Commission or its designee to be used for relief, including consumer redress and any attendant expenses for the administration of any redress fund. If a representative of the Commission decides that direct redress to consumers is wholly or

partially impracticable or money remains after redress is completed, the Commission may apply any remaining money for such other relief (including consumer information remedies) as it determines to be reasonably related to Respondents' practices alleged in the Complaint. Any money not used is to be deposited to the U.S. Treasury. Respondents have no right to challenge any activities pursuant to this Provision.

- E. In the event of default on any obligation to make payment under this Order, interest, computed as if pursuant to 28 U.S.C. § 1961(a), shall accrue from the date of default to the date of payment. In the event such default continues for 10 days beyond the date that payment is due, the entire amount will immediately become due and payable.
- F. Each day of nonpayment is a violation through continuing failure to obey or neglect to obey a final order of the Commission and thus will be deemed a separate offense and violation for which a civil penalty shall accrue.
- G. Respondents acknowledge that their Taxpayer Identification Numbers (Social Security or Employer Identification Numbers), which Respondents have previously submitted 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.

## **XI. Customer Information**

**IT IS FURTHER ORDERED** that Respondents must directly or indirectly provide sufficient customer information to enable the Commission to efficiently administer consumer redress to purchasers of NextMed weight-loss programs. Respondents represent that they have provided this redress information to the Commission. If a representative of the Commission requests in writing any information related to redress, Respondents must provide it, in the form prescribed by the Commission representative, within 14 days.

## **XII. Notice to Customers**

**IT IS FURTHER ORDERED** that, within 30 days of entry of this Order, Respondents shall send by first-class mail an exact copy of the notice attached as Attachment A to any customer who, as of the date of entry of this Order, is a current member in any weight-loss program offered by Respondents. The notice required by this Provision shall not include any other document or enclosures. Respondents are required to honor customers' cancellation requests in response to the notice attached as Attachment A within 5 days following receipt of the request, and are permanently restrained and enjoined from discouraging such customers from canceling.

## **XIII. Acknowledgments of the Order**

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

- A. Each Respondent, within 10 days after the effective date of this Order, must submit to the Commission an acknowledgment of receipt of this Order sworn under penalty of perjury.

- B. Each Individual Respondent for any business that such Respondent, individually or collectively with any other Respondent, is the majority owner or controls directly or indirectly, and Corporate Respondent, 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 Provision titled Compliance Reports and Notices. Delivery must occur within 10 days after the effective date 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 Respondent delivered a copy of this Order, that Respondent must obtain, within 30 days, a signed and dated acknowledgment of receipt of this Order.

#### **XIV. Compliance Reports and Notices**

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

- A. One year after the issuance date of this Order, each Respondent must submit a compliance report, sworn under penalty of perjury, in which:
  - 1. Each Respondent 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 Respondent; (b) identify all of that Respondent's businesses by all of their names, telephone numbers, and physical, postal, email, and Internet addresses; (c) describe the activities of each business, including the goods and services offered, the means of advertising, marketing, and sales, and the involvement of any other Respondent (which Individual Respondents must describe if they know or should know due to their own involvement); (d) describe in detail whether and how that Respondent is in compliance with each Provision of this Order, including a discussion of all of the changes the Respondent made to comply with the Order; and (e) provide a copy of each Acknowledgment of the Order obtained pursuant to this Order, unless previously submitted to the Commission.
  - 2. Additionally, each Individual Respondent must: (a) identify all his telephone numbers and all his physical, postal, email and Internet addresses, including all residences; (b) identify all his business activities, including any business for which such Respondent performs services whether as an employee or otherwise and any entity in which such Respondent has any ownership interest; and (c) describe in detail such Respondent's involvement in each such business activity, including title, role, responsibilities, participation, authority, control, and any ownership.

- B. Each Respondent must submit a compliance notice, sworn under penalty of perjury, within 14 days of any change in the following:
1. Each Respondent must submit notice of any change in: (a) any designated point of contact; or (b) the structure of Corporate Respondent or any entity that Respondent 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 Respondent must submit notice of any change in: (a) name, including alias or fictitious name, or residence address; or (b) title or role in any business activity, including (i) any business for which such Respondent performs services whether as an employee or otherwise and (ii) any entity in which such Respondent has any ownership interest and over which Respondents have direct or indirect control. For each such business activity, also identify its name, physical address, and any Internet address.
- C. Each Respondent must submit notice of the filing of any bankruptcy petition, insolvency proceeding, or similar proceeding by or against such Respondent 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: In re *Southern Health Solutions, Inc.*

## **XV. Recordkeeping**

**IT IS FURTHER ORDERED** that Respondents must create certain records for 15 years after the issuance date of the Order, and retain each such record for 5 years, unless otherwise specified below. Specifically, Corporate Respondent and each Individual Respondent for any business that such Respondent, individually or collectively with any other Respondents, 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, the costs incurred in generating those revenues, and resulting net profit or loss;

- B. personnel records showing, for each person providing services in relation to any aspect of the Order, 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. copies or records of all consumer complaints and refund requests, whether received directly or indirectly, such as through a third party, and any response;
- D. all records necessary to demonstrate full compliance with each Provision of this Order, including all submissions to the Commission;
- E. a copy of each unique advertisement or other marketing material making a representation subject to this Order;
- F. for 5 years from the date of the last dissemination of any representation covered by this Order:
  - 1. all materials that were relied upon in making the representation; and
  - 2. all tests, studies, analyses, demonstrations, other research, or other evidence in Respondent's possession, custody, or control that contradicts, qualifies, or otherwise calls into question the representation, or the basis relied upon for the representation, including complaints and other communications with consumers or with governmental or consumer protection organizations;
- G. for 5 years from the date received, copies of all subpoenas and other communications with law enforcement, if such communications relate to Respondents' compliance with this Order.
- H. for 5 years from the date created or received, all records, whether prepared by or on behalf of Respondents, that tend to show any lack of compliance by Respondents with this Order.

## **XVI. Compliance Monitoring**

**IT IS FURTHER ORDERED** that, for the purpose of monitoring Respondents' compliance with this Order:

- A. Within 14 days of receipt of a written request from a representative of the Commission, each Respondent must: submit additional compliance reports or other requested information, which must be sworn under penalty of perjury, and produce records for inspection and copying.
- B. For matters concerning this Order, representatives of the Commission are authorized to communicate directly with each Respondent. Respondents must permit representatives

of the Commission to interview anyone affiliated with any Respondent who has agreed to such an interview. The interviewee 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 Respondents or any individual or entity affiliated with Respondents, 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.

## **XVII. Order Effective Dates**

**IT IS FURTHER ORDERED** that this Order is final and effective upon the date of its publication on the Commission's website (ftc.gov) as a final order. This Order will terminate 20 years from the date of its issuance (which date may be stated at the end of this Order, near the Commission's seal), or 20 years from the most recent date that the United States or the Commission files a complaint (with or without an accompanying settlement) in federal court alleging any violation of this Order, whichever comes later; *provided, however*, that the filing of such a complaint will not affect the duration of:

- A. Any Provision in this Order that terminates in less than 20 years;
- B. This Order's application to any Respondent that is not named as a defendant in such complaint; and
- C. This Order if such complaint is filed after the Order has terminated pursuant to this Provision.

*Provided, further*, that if such complaint is dismissed or a federal court rules that the Respondent did not violate any Provision of the Order, and the dismissal or ruling is either not appealed or upheld on appeal, then the Order will terminate according to this Provision as though the complaint had never been filed, except that the Order will not terminate between the date such complaint is filed and the later of the deadline for appealing such dismissal or ruling and the date such dismissal or ruling is upheld on appeal.

By the Commission.

April J. Tabor  
Secretary

SEAL:  
ISSUED: December 3, 2025