

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

UNITED STATES OF AMERICA, and)
STATE OF WISCONSIN,)
)
Plaintiffs,)
)
vs.)
)
CONSUMER LAW PROTECTION, LLC,)
et al.,)
)
Defendants.)

Case No. 4:22-CV-01243-JMB

**ORDER FOR PERMANENT INJUNCTION, MONETARY JUDGMENT, AND OTHER
RELIEF AS TO DEFENDANT CHRISTOPHER CARROLL**

Plaintiff the United States of America, acting upon notification and referral by the Federal Trade Commission (“Commission” or “FTC”), and Plaintiff the State of Wisconsin, filed their Complaint for Permanent Injunction, Monetary Relief, Civil Penalties, and Other Relief, for a permanent injunction, monetary relief, civil penalties, and other relief in this matter, pursuant to Sections 5(m)(1)(A), 13(b), 16(a)(1), and 19 of FTC Act, 15 U.S.C. §§ 45(m)(1)(A), 53(b), 56(a)(1), and 57b, the Rule Concerning Cooling-Off Period for Sales Made at Homes or at Certain Other Locations (the “Cooling-Off Rule”), 16 C.F.R. pt. 429, the Wisconsin Direct Marketing Rule, Wis. Admin. Code § ATCP ch. 127 (“Wisconsin Direct Marketing Rule”), and the Wisconsin Fraudulent Misrepresentation Law, Wis. Stat. § 100.18. *See* ECF No. 1.

Plaintiffs moved for summary judgment as to Defendant Christopher Lee Carroll. For the reasons set forth in the Memorandum and Order entered on March 30, 2026, Summary Judgment is GRANTED in favor of Plaintiffs and against Carroll and the Court hereby orders a permanent injunction, consumer redress, and monetary civil penalty.

THEREFORE, IT IS ORDERED as follows:

FINDINGS

1. This Court has jurisdiction over the subject matter of this case and has personal jurisdiction over Defendants, including Defendant Christopher Lee Carroll.
2. Venue is proper in this district under 28 U.S.C. § 1391(b)(1), (b)(2), (c)(1), (c)(2), and (d), 18 U.S.C. § 1395(a), and 15 U.S.C. § 53(b).
3. Defendants' activities are in or affecting commerce, as defined in Section 4 of the FTC Act, 15 U.S.C. § 44.
4. Defendants have violated Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), by making false, misleading, or unsubstantiated claims to consumers in connection with the advertising, marketing, promotion, offering for sale, or sale of timeshare exit services.
5. Defendants have violated Section 5(n) of the FTC Act, 15 U.S.C. § 45(n) by engaging in unfair acts or practice causing substantial injury to consumers that they cannot reasonably avoid themselves, including by using high-pressure sales tactics in connection with the advertising, marketing, promotion, offering for sale, or sale of timeshare exit services.
6. Defendants have violated the FTC's Cooling-Off Rule, 16 C.F.R. pt. 429.
7. Defendants have violated Wis. Admin. Code §§ ATCP 127.44(15) and 127.72(15) by making false, deceptive, and misleading representations to Wisconsin consumers in mail transactions and face-to-face transactions.
8. Defendants have violated Wis. Admin. Code §§ ATCP 127.46(3) and 127.74(4) by failing to provide a notice under Wis. Stat. § 423.203 of the consumer's right to cancel and by failing to honor consumers' rights to cancel under Wis. Stat. § 423.202 in mail transactions and face-to-face transaction.

9. Defendants have violated Wis. Admin. Code § ATCP 127.32 by failing to disclose in mail solicitations to Wisconsin consumers the true nature of the sales presentations to which consumers were being invited.

10. Defendants have violated Wis. Stat. § 100.18(1) by making untrue, deceptive and/or misleading representations to Wisconsin consumers.

11. Defendants have committed no fewer than 11,044 violations of the FTC's Cooling-Off Rule.

12. Additionally, in no fewer than 3,662 instances, Defendants have both failed to include Mandatory Cooling-Off language in their Timeshare Termination Agreements and failed to orally notify consumers of their legal right to cancel.

13. Defendant Carroll had knowledge of, had authority to control, and directly participated in, each of Defendants' violations of law described above.

14. Defendant Carroll is individually liable for each of Defendants' legal violations described above.

15. Defendants have caused at least \$95,243,688.50 in injuries to consumers in connection with Defendants' violations of the Cooling-Off Rule.

16. Pursuant to Section 19 of the FTC Act, 15 U.S.C. § 57b, Defendant Carroll is jointly and severally liable with Defaulted Defendants for \$95,243,688.50 to redress consumer injury.

17. Each of Defendant Carroll's violations of the Cooling-Off Rule were committed with the knowledge required by Section 5(m)(1)(A) of the FTC Act, 15 U.S.C. § 45(m)(1)(A).

18. Defendant Carroll is subject to civil monetary penalties for each violation of the FTC's Cooling-Off Rule committed with the knowledge required by the FTC Act.

19. Pursuant to Section 5(m)(1)(A), Defendant Carroll is jointly and severally liable with Defaulted Defendants for \$45,485,702 in civil penalties.

20. A permanent injunction is warranted to prevent Defendant Carroll from continuing to engage in the unlawful conduct alleged by Plaintiffs.

21. This Order is in addition to, and not in lieu of, any other civil or criminal remedies that may be provided by law.

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

DEFINITIONS

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

A. **“Consumer Goods or Services”** means goods or services purchased, leased, or rented primarily for personal, family, or household purposes, including courses of instruction or training regardless of the purpose for which they are taken.

B. **“Defendant Carroll”** means Defendant Christopher Lee Carroll.

C. **“Defendants”** means any or all of the individual and corporate Defendants in this action, including Consumer Law Protection, LLC; Consumer Rights Council; Premier Reservations Group, LLC; Resort Transfer Group, LLC; Square One Development Group, Inc.; Square One Group, LLC; Timeshare Help Source; Resort Legal Service, LLC; Square One Corporate Offices, LLC; Farmington Allegiance, LLC; Mainline Partners, LLC; Kimberly Carroll, as a Trustee and a Beneficiary of The Jake and Avery Irrevocable Trust Dated September 11, 2019; Janet Sue Hackworth as a Beneficiary of The Jake and Avery Irrevocable Trust Dated September 11, 2019; Christopher Carroll; George Reed; LouAnn Reed; Scott Jackson; and Eduardo Balderas.

D. **“Defaulted Defendant”** or **“Defaulted Defendants”** means any or all of Defendants Consumer Law Protection, LLC, Consumer Rights Council, Premier Reservations

Group, LLC, Resort Transfer Group, LLC, Square One Development Group, Inc., Square One Group, LLC, Timeshare Help Source, Farmington Allegiance, LLC, Mainline Partners, LLC, Square One Corporate Offices, LLC, Resort Legal Service, LLC, Kimberly Carroll, as a Trustee and as a Beneficiary of The Jake and Avery Irrevocable Trust Dated September 11, 2019, and Janet Sue Hackworth, as a Beneficiary of The Jake and Avery Irrevocable Trust Dated September 11, 2019.

E. **“Door-to-Door Sale”** means a sale, lease, or rental of Consumer Goods or Services in which the Seller or their representative personally solicits the sale, including those in response to or following an invitation by the buyer, and the buyer’s agreement or offer to purchase is made at a place other than the Place of Business of the Seller, including sales at facilities rented on a temporary or short-term basis such as hotel or motel rooms, convention centers, fairgrounds and restaurants; sales at the buyer’s residence or dormitory; or sales at the buyer’s workplace, and which has a Purchase Price of \$25 or more if the sale is made at the buyer’s residence or a Purchase Price of \$130 or more if the sale is made at locations other than the buyer’s residence, whether under single or multiple contracts.

F. **“Place of Business”** means the main or permanent branch office or local address of a Seller.

G. **“Product or Service”** means any good or service, including any plan or program.

H. **“Seller”** means any person, partnership, corporation, or association engaged in the Door-to-Door sale of Consumer Goods or Services.

I. **“Timeshare”** means any right of ownership or occupancy in any vacation property or properties (including, but not limited to, condominiums, resorts, campgrounds, and cruise ships)

that provides rights-holders with periodic usage or occupancy rights. The term shall include “points-based” programs that provide similar ownership or occupancy benefits.

J. “**Timeshare Exit Service**” means any good, service, plan or program represented, expressly or by implication, to assist an individual:

1. In terminating the contract regarding or otherwise exiting or canceling the individual’s Timeshare; or
2. In advertising, marketing, promoting, offering for sale or rent, or selling or renting the individual’s Timeshare.

ORDER

I. PERMANENT BAN ON TIMESHARE EXIT SERVICES

IT IS THEREFORE ORDERED upon the entry of this Order, Defendant Carroll is permanently restrained and enjoined from advertising, marketing, promoting, or offering for sale, or assisting in the advertising, marketing, promoting, or offering for sale of, any Timeshare Exit Service.

II. PROHIBITION AGAINST UNFAIR AND DECEPTIVE DOOR-TO-DOOR SALES

IT IS FURTHER ORDERED that Defendant Carroll, his officers, agents, employees, and attorneys, and all other persons in active concert or participation with him, who receive actual notice of this Order, whether acting directly or indirectly, in connection with any Door-to-Door Sale, are permanently restrained and enjoined from:

- A. Failing to furnish buyers with a receipt or contract informing them of their right to cancel a transaction within three business days;
- B. Failing to furnish buyers with a “NOTICE OF CANCELLATION” or “NOTICE OF RIGHT TO CANCEL” in duplicate, that buyers can use to cancel a transaction;

- C. Including in buyers' contracts a waiver of their rights under the Cooling-Off Rule and related state laws;
- D. Failing to orally inform buyers of their right to cancel a transaction;
- E. Misrepresenting to buyers their right to cancel;
- F. Failing to honor valid notices of cancellation and within ten (10) business days after the receipt of such notice by refunding to buyers all payments made under a contract; and
- G. Violating the Cooling-Off Rule, 16 C.F.R. pt. 429.

III. PROHIBITION AGAINST MISREPRESENTATIONS

IT IS FURTHER ORDERED that Defendant Carroll, his officers, agents, employees, and attorneys, and all other persons in active concert or participation with him, 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. Misrepresenting or assisting others in misrepresenting, expressly or by implication, any affiliation with, accreditation by, or relationship between a Seller and any person, organization, trade association, government unit, or other entity; or
- B. Misrepresenting or assisting others in misrepresenting, expressly or by implication, or failing to disclose or disclose adequately:
 1. Whether an heir would be responsible for the debts or financial obligations of a decedent;
 2. The total costs of a Product or Service;
 3. Any material restrictions, limitations, or conditions of a Product or Service;

4. Any material aspect of the nature or terms of a refund, cancellation, exchange, or repurchase policy;
5. Any material aspect of a Product or Service's performance, efficacy, nature, or central characteristics; or
6. Any other fact material to consumers concerning any Product or Service.

IV. MONETARY JUDGMENT

IT IS FURTHER ORDERED that:

A. A civil penalty judgment in the amount of FORTY FIVE MILLION FOUR HUNDRED EIGHTY FIVE THOUSAND SEVEN HUNDRED AND TWO DOLLARS (\$45,485,702.00) is entered in favor of the Plaintiff United States against Defendant Carroll, jointly and severally with Defaulted Defendants, as a civil penalty pursuant to Section 5(m)(1)(A) of the FTC Act, 15 U.S.C. § 45(m)(1)(A), for Defendant Carroll's violations of the FTC's Cooling Off Rule.

B. An additional monetary judgement in the amount of NINETY FIVE MILLION TWO HUNDRED AND FORTY-THREE THOUSAND SIX HUNDRED AND EIGHTY-EIGHT DOLLARS AND FIFTY CENTS (\$95,243,688.50) is entered in favor of Plaintiff United States against Defendant Carroll, jointly and severally with Defaulted Defendants, as monetary relief pursuant to Section 19 for Defendant Carroll's violations of the FTC Act. 15 U.S.C. § 57b.

C. Defendant Carroll is ordered to pay to Plaintiff United States of America, by making payments to the Treasurer of the United States, the total amounts of the judgments entered in Subsections IV.A and IV.B, within 7 days of entry of this Order by electronic fund transfer in accordance with instructions from a representative of Plaintiff United States.

D. The judgment entered in Subsection IV.A of this Order represents a civil penalty owed the government of the United States, is not compensation for actual pecuniary loss, and, therefore, as to Defendant Carroll, it is not subject to discharge under the Bankruptcy Code pursuant to 11 U.S.C. § 523(a)(7).

E. Any money received by the United States pursuant to Subsection IV.B of this Order may be deposited into a fund administered by the FTC 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 FTC decides that direct redress to consumers is wholly or partially impracticable or money remains after such redress is completed, such money may be deposited to the U.S. Treasury. Defendant Carroll has no right to challenge any actions Plaintiffs or the FTC or the representatives of either may take pursuant to this Subsection.

V. ADDITIONAL MONETARY PROVISIONS

IT IS FURTHER ORDERED that:

A. Defendant Carroll 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.

B. In any subsequent civil litigation or proceeding to enforce rights to any payment or monetary judgment pursuant to this Order, such as a nondischargeability complaint in a bankruptcy case, the facts alleged in the Complaint will be taken as true, without further proof, and shall establish all elements necessary to sustain an action pursuant to Section 523(a)(2)(A) of the Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A). This Order will have collateral estoppel effect for such purposes.

D. Defendant Carroll's Taxpayer Identification Numbers (Social Security Numbers or Employer Identification Numbers) may be used for collecting and reporting on any delinquent amount arising out of this Order, in accordance with 31 U.S.C. §7701.

VI. CUSTOMER INFORMATION

IT IS FURTHER ORDERED that Defendant Carroll, his officers, agents, employees, and attorneys, and all other persons in active concert or participation with him, who receive actual notice of this Order, are permanently restrained and enjoined from directly or indirectly:

A. Disclosing, using, or benefiting from customer information, including the name, address, telephone number, email address, Social Security Number, other identifying information, or any data that enables access to a customer's account (including a credit card, bank account, or other financial account), that Defendant Carroll obtained prior to entry of this Order in connection with the advertising, marketing, promoting, offering for sale, or selling of any Timeshare Exit Service; and

B. Failing to destroy such customer information in all forms in their possession, custody, or control within thirty (30) days after receipt of written directions to do so from a representative of any Plaintiff.

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 for ten (10) years after entry of this Order, Defendant Carroll for any business that he, individually or collectively with any other Defendant(s), is a partial or majority owner of, or controls directly or indirectly, must deliver a copy of this Order to:

(1) all principals, officers, directors, 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 seven (7) days of entry of this Order for current personnel. For all others, delivery must occur before they assume their responsibilities.

From each individual or entity to which Defendant Carroll delivers a copy of this Order, Defendant Carroll must obtain, within thirty (30) days, a signed and dated acknowledgment of receipt of this Order, and must retain that acknowledgement for a period of ten (10) years.

IX. COMPLIANCE REPORTING

IT IS FURTHER ORDERED that Defendant Carroll make timely submissions to Plaintiffs and the Commission:

A. For twenty (20) years after entry of this Order, Defendant Carroll must submit a compliance notice, sworn under penalty of perjury, within fourteen (14) days of any change in the following:

1. Any change in: (a) any designated point of contact; or (b) the structure of any corporation or any entity that Defendant Carroll 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. 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 they or

she performs services whether as an employee or otherwise and any entity in which they or she has any ownership interest, and identify the name, physical address, and any Internet address of the business or entity.

B. Defendant Carroll must submit to Plaintiffs and the Commission notice of the filing of any bankruptcy petition, insolvency proceeding, or similar proceeding by or against him within fourteen (14) days of its filing.

C. Any submission to Plaintiffs or 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.

D. 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: *United States and State of Wisconsin v. Consumer Law Protection, LLC*.

E. Unless otherwise directed by a representative of the United States in writing, all submissions to the United States pursuant to this Order must be emailed to Zachary.L.Cowan@usdoj.gov. The subject line must begin: *United States and State of Wisconsin v. Consumer Law Protection, LLC*.

F. Unless otherwise directed by a State of Wisconsin representative in writing, all submissions to the State of Wisconsin pursuant to this Order must be emailed to

beilinlw@doj.state.wi.us or sent by the U.S. Postal Service to: Wisconsin Department of Justice, Post Office Box 7857, Madison, Wisconsin 53707-7857. The subject line must begin: *United States and State of Wisconsin v. Consumer Law Protection, LLC*.

X. RECORDKEEPING

IT IS FURTHER ORDERED that Defendant Carroll must create certain records for ten (10) years after entry of the Order and retain each such record for ten (10) years. Specifically, for any business that he, individually or collectively with any other Defendant, is a majority owner or controls directly or indirectly, Defendant Carroll must create and retain the following records:

- A. Accounting records showing the revenues from all goods or services sold;
- B. Bank records for all accounts for which Defendant Carroll is the signer and/or owner;
- C. 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;
- D. Records of all consumer complaints and refund requests, whether received directly or indirectly, such as through a third party, and any response;
- E. All records necessary to demonstrate full compliance with each provision of this Order, including all submissions to the Commission and Plaintiffs;
- F. A copy of each unique advertisement or other marketing material; and
- G. Copies of agreements, applications, and contracts with suppliers, payment processors, and list brokers.

XI. 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 30th day of March, 2026.

/s/ John M. Bodenhausen
JOHN M. BODENHAUSEN
UNITED STATES MAGISTRATE JUDGE