

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

FEDERAL TRADE COMMISSION and
OFFICE OF THE ATTORNEY
GENERAL, STATE OF FLORIDA,
DEPARTMENT OF LEGAL AFFAIRS,

Plaintiffs,

v.

Case No: 6:20-cv-1192-WWB-DCI

GDP NETWORK LLC, G & G
SUCCESS LLC, G & N SQUARED LLC,
GINO DE PAZ, GRACE DE PAZ and
SHABANA KHUBLAL,

Defendants.

_____ /

ORDER

THIS CAUSE is before the Court on Plaintiffs' Unopposed Motion for Entry of Stipulated Order for Permanent Injunction and Monetary Judgment Against Defendants Gino de Paz and Grace de Paz (Doc. 95). Therein, Plaintiffs request that this Court enter the proposed Stipulated Order for Permanent Injunction and Monetary Judgment Against Defendants Gino de Paz and Grace de Paz (Doc. 95-1) and retain jurisdiction to enforce the same.

"It is well-established in this circuit that an injunction demanding that a party do nothing more specific than 'obey the law' is impermissible." *Elend v. Basham*, 471 F.3d 1199, 1209 (11th Cir. 2006) (citing *Burton v. City of Belle Glade*, 178 F.3d 1175, 1201 (11th Cir. 1999)). Section III of the Proposed Permanent Injunction, "Prohibition Against Deceptive and Abusive Telemarketing Acts and Practices," does nothing more than require Defendants, Defendants' officers, agents, employees, and attorneys, and all other

persons in active concert or participation with any of them to obey the law. Therefore, the Motion will be denied in this respect.

Accordingly, it is hereby **ORDERED** and **ADJUDGED** as follows:

1. Plaintiffs' Unopposed Motion for Entry of Stipulated Order for Permanent Injunction and Monetary Judgment Against Defendants Gino de Paz and Grace de Paz (Doc. 95) is **GRANTED in part** as set forth in this Order and Permanent Injunction and **DENIED** in all other respects.
2. The Clerk is directed to enter judgment in favor of Plaintiffs and against Defendants Gino de Paz and Grace de Paz, jointly and severally with Defendant Shabana Khublal, in the amount of \$5,347,092.99 to be paid in accordance with the terms of this Order and Permanent Injunction.

It is further **ORDERED** that:

3. This Court makes the following findings:
 - a. This Court possesses jurisdiction over this matter, and venue is proper in this Court.
 - b. The parties affected by this Order and Permanent Injunction consent to this Permanent Injunction's entry and final judgment to resolve all matters in dispute between them.
4. The following Permanent Injunction is entered:

PERMANENT INJUNCTION

I. DEFINITIONS

For the purpose of this Order and Permanent Injunction, the following definitions apply:

A. **“Asset Freeze”** means the provisions of the Preliminary Injunction (Doc. 50) that restrain and enjoin the use or sale of assets, including, but not limited to, the provisions of Sections V, VI, VIII and IX of the Preliminary Injunction.

B. **“Assisting Others”** includes:

1. Performing customer service functions, including receiving or responding to consumer complaints;
2. Formulating or providing, or arranging for the formulation or provision of, any advertising or marketing material, including any telephone sales script, direct mail solicitation, or the design, text, or use of images of any Internet website, email, or other electronic communication;
3. Formulating or providing, or arranging for the formulation or provision of, any marketing support material or service, including web or Internet Protocol addresses or domain name registration for any Internet websites, affiliate marketing services, or media placement services;
4. Providing names of, or assisting in the generation of, potential customers;
or
5. Performing marketing, billing, or payment services of any kind.

C. **“Clear(ly) and Conspicuous(ly)”** 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.

D. **“Corporate Defendants”** means GDP Network LLC; G & G Success LLC, also doing business as YF Solution LLC, QSC Professionals, and G.C.D. Management LLC; and G & N Squared LLC, also doing business as Dynamic Solution Group, and each of their subsidiaries, affiliates, successors, and assigns, and by whatever other names they may be known, and their successors and assigns, as well as any subsidiaries, affiliates, and any fictitious business entities or business names created or used by these entities, or any of them.

E. **“Debt Relief Product or Service”** means:

1. 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 or Service represented, expressly or by implication, to:
 - a. 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;
 - b. negotiate, obtain, or arrange a modification, or renegotiate, settle, or in any way alter any terms of the mortgage, loan, debt, or obligation, including 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;

- c. obtain any forbearance or modification in the timing of payments from any secured or unsecured holder or servicer of any mortgage, loan, debt, or obligation;
- d. negotiate, obtain, or arrange any extension of the period of time within which a Person may (i) cure his or her default on the mortgage, loan, debt, or obligation, (ii) reinstate his or her mortgage, loan, debt, or obligation, (iii) redeem a dwelling or other collateral, or (iv) exercise any right to reinstate the mortgage, loan, debt, or obligation or redeem a dwelling or other collateral;
- e. 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
- f. negotiate, obtain, or arrange (i) a short sale of a dwelling or other collateral, (ii) a deed-in-lieu of foreclosure, or (iii) 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 auditing or examining a Person's application for the mortgage, loan, debt, or obligation.

- 2. With respect to any loan, debt, or obligation between a Person and one or more unsecured creditors or debt collectors, any Product or Service represented, expressly or by implication, to:

- a. repay one or more unsecured loans, debts, or obligations; or
- b. combine unsecured loans, debts, or obligations into one or more new loans, debts, or obligations.

F. **“Defendants”** means all of the Individual Defendants and the Corporate Defendants, individually, collectively, or in any combination.

G. **“Dune Stock Property”** means the following real property situated, lying and being in Orange County, Florida, together with all buildings and improvements now or hereafter situated upon said property, and all fixtures and equipment now or hereafter located in the premises and improvements thereon, together with all additions thereto and replacements thereof, which currently has the address of 12084 Dune Stock Drive, Orlando, Florida 32824:

LOT 168 OF RESERVE AT SAWGRASS – PHASE 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 83, PAGE(S) 44, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

Parcel Identification Number: 20-24-30-7302-01680

H. **“Individual Defendants”** means Gino de Paz, Grace de Paz, and Shabana Khublal, and by whatever other names each may be known.

I. **“Person”** means any individual, group, unincorporated association, limited or general partnership, corporation, or other business entity.

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

K. **“Receiver”** means Johnathan E. Perlman, Esq., the permanent receiver appointed in the Order and Preliminary Injunction entered by the Court on August 14, 2020 (**“Preliminary Injunction,”** Doc. 50) and any deputy receivers that shall be named by the permanent receiver.

L. **“Remotely Created Payment Order”** means any payment instruction or order drawn on a person’s account that is created by the payee or the payee’s agent and deposited into or cleared through the check clearing system. The term includes, without limitation, a “remotely created check.” It also includes any check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn.

M. **“Stipulating Defendants”** means Gino de Paz and Grace de Paz, and by whatever other names each may be known.

N. **“Telemarketing”** means any plan, program, or campaign which is conducted to induce the purchase of goods or services by use of one or more telephones, and which involves a telephone call, whether or not covered by the Telemarketing Sales Rule (**“TSR”**).

II. **BAN ON DEBT RELIEF PRODUCTS AND SERVICES**

Stipulating Defendants are permanently restrained and enjoined, whether acting directly or through an intermediary, from advertising, marketing, promoting, offering for sale, or selling, or assisting others in the advertising, marketing, promoting, offering for sale, or selling, of any debt relief product or service.

III. **PROHIBITED MISREPRESENTATIONS AND OMISSIONS**

Stipulating Defendants and their 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 and Permanent Injunction, 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:

1. any material aspect of the nature or terms of any refund, cancellation, exchange, or repurchase policy, including the likelihood of a consumer obtaining a full or partial refund, or the circumstances in which a full or partial refund will be granted to the consumer;
2. that any person is affiliated with, endorsed or approved by, or otherwise connected to any other person, government entity, public, non-profit, or other non-commercial program, or any other program;
3. the nature, expertise, position, or job title of any person who provides any product or service; or
4. any other 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; and

B. Failing to disclose, or assisting others in failing to disclose, clearly and conspicuously, before a consumer consents to pay for a product or service offered:

1. the total cost to purchase, receive, or use the product or service;
2. the quantity of the product or service;
3. any additional fees the consumer may incur as a result of the product or service; or
4. any material aspect of the performance, efficacy, nature, or characteristics of the product or service.

IV. PROHIBITION AGAINST UNSUBSTANTIATED CLAIMS

Stipulating Defendants and their 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 and Permanent Injunction, whether acting directly or indirectly, in connection with the promoting or offering for sale 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, including that, at the time such representation is made, they possess and rely 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.

V. PROHIBITED PAYMENT PRACTICES

Stipulating Defendants and their 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 and Permanent Injunction, whether acting directly or indirectly, in connection with the promoting or offering for sale of any product or service, are permanently restrained and enjoined from:

- A. Obtaining payment by taking a cash advance against a consumer's credit card; and
- B. Causing billing information to be submitted for payment without first having obtained the consumers' express, informed consent.

VI. MONETARY JUDGMENT AND PARTIAL SUSPENSION

The judgment set forth in this Order and Permanent Injunction shall be subject to the following terms and conditions:

A. Stipulating Defendants are ordered to pay to the Federal Trade Commission (“**FTC**” or “**Commission**”) \$225,000.00 as follows:

1. Within seven days of entry of this Order and Permanent Injunction, Stipulating Defendants are ordered to pay to the FTC \$17,000.00, which is held by their counsel of record in escrow for the purpose of payment to the FTC.
2. Additionally, Stipulating Defendants are ordered to pay to the FTC \$208,000.00 no later than six months from the date of entry of this Order and Permanent Injunction.

B. All payments set forth in this Section shall be made by electronic fund transfer in accordance with instructions to be provided by a representative of the FTC. Upon completion of such payments, the remainder of the judgment is suspended, subject to the provisions of this Order and Permanent Injunction.

C. As security for the payments set forth in this Section, Stipulating Defendants grant the FTC a security interest in certain property and proceeds thereof (“**Collateral**”), as set forth in the Mortgage and Security Agreement (“**Mortgage**,” Doc. 95-1 at 54–57), and the Assignment of Life Insurance Policy or Annuity Contract as Collateral Security (“**Assignment**,” Doc. 95-1 at 59–61). These interests are incorporated by reference as if fully set forth verbatim and grant a security interest in the following Collateral:

1. Stipulating Defendants hereby grant to the FTC a lien and mortgage on the Dune Stock Property, as specified in the attached Mortgage; and
2. Stipulating Defendants hereby grant to the FTC an Assignment of Life Insurance Policy or Annuity Contract as Collateral Security in Stipulating Defendants' annuity contract, account number XXXXX7391, held by Lincoln Financial Group, equal to its surrender value, as specified in the Assignment.

D. Stipulating Defendants shall submit to the Clerk's office for recording all security documents used to perfect the FTC's Mortgage on the Dune Stock Property within fourteen days of entry of this Order and Permanent Injunction and must deliver to the FTC copies of such officially recorded documents within one day after receipt of such documents. Stipulating Defendants shall also submit to the Clerk's office for recording all documents used to release the FTC's Mortgage on the Dune Stock Property when it is satisfied and must deliver to the FTC copies of such officially recorded documents within one day after receipt of such documents.

E. Stipulating Defendants hereby expressly waive their right to assert their homestead exemption in the Dune Stock Property to the fullest extent permitted by applicable law—but solely in the amount of and for the purpose of securing the payment required by this Section.

F. Plaintiffs' agreement to the suspension of part of the judgment against Stipulating Defendants is expressly premised upon the truthfulness, accuracy, and completeness of Stipulating Defendants' sworn financial statements and related

documents and representations (collectively, “**financial representations**”) submitted to Plaintiffs, namely:

1. the Financial Statement of Individual Defendant Gino de Paz signed on July 22, 2020, including the attachments;
2. the Financial Statement of Individual Defendant Grace de Paz signed on July 22, 2020, including the attachments;
3. the additional financial documents and materials and responses to financial questions provided by counsel for Individual Defendants Gino de Paz and Grace de Paz to counsel for the Commission on or about November 18, 2020;
4. the additional financial documents and information provided by counsel for Individual Defendants Gino de Paz and Grace de Paz to counsel for the Commission on or about March 27, 2021;
5. that Stipulating Defendants have the right and authority to enter into the Mortgage;
6. that the Dune Stock Property is not encumbered by any lien or other encumbrance except: (a) the mortgage held by M&T Bank ISAOA, as first mortgagee, given by Stipulating Defendants, dated March 30, 2016, and recorded April 4, 2016, as Document Number 20160165914 in the Office of the Comptroller of Orange County, Florida, and (b) the mortgage held by the U.S. Small Business Administration, as second mortgagee, given by Stipulating Defendants, dated on or about November 16, 2017, and

recorded March 13, 2018, as Document Number 20180146708 in the Office of the Comptroller of Orange County, Florida; and

7. that Stipulating Defendants' annuity contract, account number XXXXX7391, held by Lincoln Financial Group, is not encumbered by any lien, assignment, security interest or other interest not otherwise disclosed to the FTC.

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

H. The suspension of the judgment will be automatically lifted as to any Stipulating Defendant if that Stipulating Defendant fails to make the required payments when due under this Section or the FTC is not allowed to retain any payment or transfer made by or on behalf of that Stipulating Defendant under this Section.

- I. If the suspension of the judgment is lifted as to any Stipulating Defendant:
 1. The judgment becomes immediately due as to that Stipulating Defendant in the amount specified in this Section—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 and Permanent Injunction; and
 2. Upon motion by the FTC, the Court may appoint a liquidation receiver for purposes of taking possession and control of and liquidating the Collateral.

The liquidation receiver will have the rights and powers, and privileges of an equity receiver. The costs and expenses of the receivership, including reasonable compensation for the liquidation receiver and personnel retained by the liquidation receiver, will be paid solely from the proceeds of the Collateral.

J. Stipulating Defendants relinquish dominion and all legal and equitable right, title, and interest in all assets transferred pursuant to this Order and Permanent Injunction and may not seek the return of any assets.

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

L. The facts alleged in the Complaint establish all elements necessary to sustain an action by any Plaintiff pursuant to 11 U.S.C. § 523(a)(2)(A), and this Order and Permanent Injunction will have collateral estoppel effect for such purposes.

M. Stipulating Defendants acknowledge that their Taxpayer Identification Numbers (Social Security Numbers or Employer Identification Numbers), which Stipulating Defendants previously submitted to Plaintiffs, may be used for collecting and reporting on any delinquent amount arising out of this Order and Permanent Injunction, in accordance with 31 U.S.C. § 7701.

N. This Order and Permanent Injunction is the result of a government agency action on behalf of injured purchasers of Defendants' debt relief product or service and

may serve as the basis to recover any surety bond, letter of credit, certificate of deposit, or other form of security filed with the Florida Department of Agriculture and Consumer Services (“**FDACS**”). Restitution may be paid from any such surety bond, letter of credit, certificate of deposit, or other form of security filed with the FDACS.

O. All money paid to the FTC pursuant to this Order and Permanent Injunction may be deposited into a fund administered by the FTC or its designee on behalf of both the FTC and the State of Florida. This fund shall be used for equitable relief, including consumer redress and any attendant expenses for the administration of any redress fund. If representatives of the FTC decide that direct redress to consumers is wholly or partially impracticable or money remains after redress is completed, Plaintiffs may, in their discretion, apply any remaining money for such other equitable relief, including consumer information remedies, as they determine to be reasonably related to Defendants’ practices alleged in the Complaint. Any money not used for such equitable relief shall be distributed among the FTC and the State of Florida in the following manner:

1. The State of Florida shall be reimbursed for attorney’s fees and costs it incurred in this matter including, but not limited to, its costs of investigation and litigation, to be deposited to the Department of Legal Affairs Revolving Trust Fund.
2. All remaining joint funds shall be divided equally between the FTC and the State of Florida, with half to be deposited to the U.S. Treasury as disgorgement, and half to be deposited to the Florida Department of Legal Affairs Revolving Trust Fund for compliance and future monitoring.

Stipulating Defendants have no right to challenge any actions Plaintiffs, or their representatives, may take pursuant to this Section.

P. The asset freeze is dissolved as to Stipulating Defendants' assets other than those subject to payment, transfer, security, assignment, or encumbrance under this Section. Upon completion of all payments and transfers required by this Order and Permanent Injunction, the remainder of the asset freeze as to Stipulating Defendants' assets is dissolved.

VII. CUSTOMER INFORMATION

Stipulating Defendants and their 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 and Permanent Injunction, are permanently restrained and enjoined from directly or indirectly:

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, Stipulating Defendants must provide it, in the form prescribed by the FTC, within fourteen days;

B. 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 any Defendant obtained prior to entry of this Order and Permanent Injunction in connection with the advertising, marketing, telemarketing, promoting, offering for sale, or sale of any debt relief product or service; and

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

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. COOPERATION WITH PLAINTIFFS

Stipulating Defendants must fully cooperate with representatives of Plaintiffs in this case and in any investigation related to or associated with the transactions or the occurrences that are the subject of the Complaint. Stipulating Defendants must provide truthful and complete information, evidence, and testimony. Stipulating Defendants must appear for interviews, discovery, hearings, trials, and any other proceedings that a Plaintiffs' representative may reasonably request upon five days written notice, or other reasonable notice, at such places and times as a Plaintiffs' representative may designate, without the service of a subpoena.

IX. ACKNOWLEDGMENTS

A. Each Stipulating Defendant, within seven days of entry of this Order and Permanent Injunction, must submit to Plaintiffs an acknowledgment of receipt of this Order and Permanent Injunction sworn under penalty of perjury.

B. For five years after entry of this Order and Permanent Injunction, for any business that any Stipulating Defendant, individually or collectively with any other Defendants, is the majority owner or controls directly or indirectly, each Stipulating Defendant must deliver a copy of this Order and Permanent Injunction to: (1) all principals,

officers, directors, and managers and members; (2) all employees having managerial responsibilities for conduct related to the subject matter of the Order and Permanent Injunction and all agents and representatives who participate in conduct related to the subject matter of the Order and Permanent Injunction; 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 days of entry of this Order and Permanent Injunction for current personnel. For all others, delivery must occur before they assume their responsibilities.

C. From each individual or entity to which a Stipulating Defendant delivered a copy of this Order and Permanent Injunction, that Stipulating Defendant shall obtain, within thirty days, a signed and dated acknowledgment of receipt of this Order and Permanent Injunction.

X. COMPLIANCE REPORTING

Stipulating Defendants shall timely make the following submissions to the FTC:

A. One year after entry of this Order and Permanent Injunction, each Stipulating Defendant must submit a compliance report, sworn under penalty of perjury. Each Stipulating Defendant must: (1) identify all telephone numbers and all physical, postal, email, and Internet addresses, including all residences; (2) identify all business activities, including any business for which such Stipulating Defendant performs services whether as an employee or otherwise and any entity in which such Stipulating Defendant has any ownership interest; (3) describe in detail such Stipulating Defendant's involvement in each such business, including title, role, responsibilities, participation, authority, control, and any ownership; (4) identify the primary physical, postal, and email

address and telephone number, as designated points of contact, which representatives of Plaintiffs may use to communicate with Stipulating Defendant; (5) identify all of that Stipulating Defendant's businesses by all of their names, telephone numbers, and physical, postal, email, and Internet addresses; (6) 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 Defendant (which Stipulating Defendants must describe if they know or should know due to their own involvement); (7) describe in detail whether and how that Stipulating Defendant is in compliance with each Section of this Order and Permanent Injunction; and (8) provide a copy of each Order Acknowledgment obtained pursuant to this Order and Permanent Injunction, unless previously submitted to the FTC.

B. For twenty years after entry of this Order and Permanent Injunction, each Stipulating Defendant must submit a compliance notice, sworn under penalty of perjury, within fourteen days of any change in the following: (1) name, including aliases or fictitious name, or residence address; (2) title or role in any business activity, including any business for which such Stipulating Defendant performs services whether as an employee or otherwise and any entity in which such Stipulating Defendant has any ownership interest, and identify the name, physical address, and any Internet address of the business or entity; (3) any designated point of contact; or (4) the structure of any entity that Stipulating Defendant has any ownership interest in or controls directly or indirectly that may affect compliance obligations arising under this Order and Permanent Injunction, 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 and Permanent Injunction.

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

D. Any submission to the Commission required by this Order and Permanent Injunction 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 (or certify, verify, or state) 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 an FTC representative in writing, all submissions to the FTC pursuant to this Order and Permanent Injunction must be emailed to DEbrief@ftc.gov or mailed by overnight courier (not the U.S. Postal Service) to: Associate Director of Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue, NW Washington, DC 20580; and Assistant Attorney General, Office of the Attorney General, Consumer Protection Division, 135 West Central Blvd., Suite 1000, Orlando, Florida 32801. The subject line must begin: *FTC, et al. v. GDP Network LLC, et al.*, FTC Matter No. X200043.

XI. RECORDKEEPING

Stipulating Defendants shall create certain records for twenty years after entry of this Order and Permanent Injunction and retain each record for five years. Specifically, each Stipulating Defendant for any business that such Stipulating Defendant is a majority

owner or controls directly or indirectly, individually or collectively with any other Defendants, 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, address, 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 and Permanent Injunction, including all submissions to the FTC and the State of Florida;
- E. A copy of each unique advertisement or other marketing material; and
- F. Copies of agreements, applications, and contracts with suppliers, payment processors, and list brokers.

XII. COMPLIANCE MONITORING

For the purpose of monitoring Stipulating Defendants' compliance with this Order and Permanent Injunction, including the financial representations upon which part of the judgment was suspended and any failure to transfer any assets as required by this Order and Permanent Injunction:

- A. Within fourteen days of receipt of a written request from a representative of Plaintiffs, each Stipulating 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. Plaintiffs are 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 and Permanent Injunction, Plaintiffs are authorized to communicate directly with each Stipulating Defendant. Stipulating Defendant must permit representatives of Plaintiffs to interview any employee or other person affiliated with any Stipulating Defendant who has agreed to such an interview. The person interviewed may have counsel present.

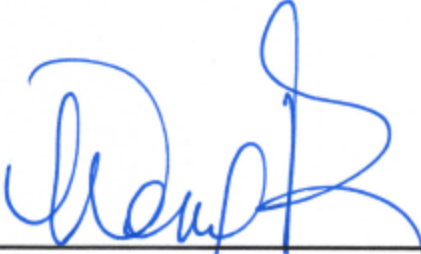
C. Plaintiffs may use all other lawful means, including posing, through their representatives as consumers, suppliers, or other individuals or entities, to Stipulating Defendant or any individual or entity affiliated with Stipulating Defendants, without the necessity of identification or prior notice. Nothing in this Order and Permanent Injunction limits the FTC's lawful use of compulsory process, pursuant to 15 U.S.C. §§ 49, 57b-1.

D. Upon written request from a representative of Plaintiffs, any consumer reporting agency must furnish consumer reports concerning Stipulating Defendants, pursuant to 15 U.S.C. § 1681b(a)(1).

XIII. **RETENTION OF JURISDICTION**

This Court retains jurisdiction of this matter for purposes of construction, modification, and enforcement of this Order and Permanent Injunction.

DONE AND ORDERED in Orlando, Florida on November 24, 2021.



WENDY W. BERGER
UNITED STATES DISTRICT JUDGE

Copies furnished to:
Counsel of Record