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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

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FEDERAL TRADE COMMISSION,

Plaintiff,

v.

IAB MARKETING ASSOCIATES, LP *et al.*,

Defendants.

Case No. 3:14-CV-458-L

**JOINT MOTION FOR THE ENTRY OF A STIPULATED FINAL ORDER
FOR PERMANENT INJUNCTION AND MONETARY JUDGMENT**

Plaintiff Federal Trade Commission (“FTC”) and defendants IAB Marketing Associates, LP; Independent Association of Businesses; HealthCorp International, Inc.; JW Marketing Designs, LLC; International Marketing Agencies, LP; International Marketing Management, LLC; Wood, LLC; James C. Wood; James J. Wood; Michael J. Wood; Gary D. Wood; and relief defendant Tressa K. Wood (collectively, “Settling Defendants”) respectfully request that the Court enter the attached Stipulated Final Order for Permanent Injunction and Monetary Judgment as to the Settling Defendants. The FTC and the Settling Defendants believe that the Stipulated Final Order is in the public interest.

Respectfully submitted on October 9, 2014 by:

/s/ Dotan Weinman
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Counsel for the Settling Defendants

CERTIFICATE OF SERVICE

I hereby certify that on October 9, 2014 I electronically filed the foregoing Joint Motion with the Clerk of the Court using CM/ECF, which will send a notice of electronic filing to counsel of record listed below.

/s/ Dotan Weinman

<p>DAVID P. REINER SAMUEL B. REINER dpr@reinerslaw.com eservice@reinerslaw.com REINER & REINER, P.A. 9100 South Dadeland Boulevard, Suite 901 Miami, Florida 33156-7815</p> <p><i>Counsel for Defendants Independent Association of Businesses; IAB Marketing Associates, LP; International Marketing Agencies, LP; HealthCorp International Inc.; JW Marketing Designs, LLC; International Marketing Management, LLC; WOOD, LLC; James C. Wood; James J. Wood; Michael J. Wood; and Gary D. Wood; and Relief Defendant Tressa K. Wood</i></p>	<p>CHARLENE C. KOONCE charlene.koonce@solidcounsel.com SCHEEF & STONE, LLP 500 N. Akard, Suite 2700 Dallas, Texas 75201</p> <p><i>Receiver over the IAB Defendants</i></p>
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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

_____)	
FEDERAL TRADE COMMISSION,)	Civil Action No. 3:14-CV-458-L
)	
Plaintiff,)	
v.)	
)	
IAB MARKETING ASSOCIATES, LP <i>et al.</i> ,)	
)	
Defendants.)	
_____)	

**STIPULATED ORDER FOR PERMANENT INJUNCTION AND MONETARY
JUDGMENT AS TO DEFENDANTS IAB MARKETING ASSOCIATES, LP;
INDEPENDENT ASSOCIATION OF BUSINESSES; HEALTHCORP
INTERNATIONAL, INC.; JW MARKETING DESIGNS, LLC; INTERNATIONAL
MARKETING AGENCIES, LP; INTERNATIONAL MARKETING MANAGEMENT,
LLC; WOOD, LLC; JAMES C. WOOD; JAMES J. WOOD; MICHAEL J. WOOD;
GARY D. WOOD; AND RELIEF DEFENDANT TRESSA K. WOOD**

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On September 18, 2012, Plaintiff, the Federal Trade Commission (“FTC”) filed its Complaint for Permanent Injunction and Other Equitable Relief pursuant to Sections 13(b) and 19 of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 53(b) and 57b, and the Telemarketing and Consumer Fraud and Abuse Prevention Act (“Telemarketing Act”), 15 U.S.C. §§ 6101-6108, against all of the Defendants in this action, including IAB Marketing Associates, LP; Independent Association of Businesses; HealthCorp International, Inc.; JW Marketing Designs, LLC; International Marketing Agencies, LP; International Marketing Management, LLC; Wood, LLC; James C. Wood; James J. Wood; Michael J. Wood; and Gary D. Wood (collectively, “the IAB Defendants”). (DE 1.)

The Court issued a temporary restraining order against all Defendants (DE 17), and, following a hearing, issued a preliminary injunction against the IAB Defendants. (DE 72.) On March 4, 2013, the FTC filed its First Amended Complaint for Permanent Injunction and Other Equitable Relief (“FAC”) that named Avis S. Wood and Tressa K. Wood as Relief Defendants. (DE 197.) The FTC, the IAB Defendants, and Tressa K. Wood stipulate to the entry of this Stipulated Order for Permanent Injunction and Monetary Judgment (“Order”) to resolve all matters in dispute in this action between them.

IT IS HEREBY ORDERED as follows:

FINDINGS

1. This Court has jurisdiction over this matter.
2. The FTC’s FAC states a claim upon which relief may be granted against the IAB Defendants under Sections 5(a)(1), 13(b), and 19 of the FTC Act, 15 U.S.C. §§ 45(a)(1), 53(b), and 57b; and under the Telemarketing Sales Rule (“TSR”), 16 C.F.R. Part 310.

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3. The FTC's FAC states a claim upon which relief may be granted against Tressa K. Wood under Sections 5(a)(1), 13(b), and 19 of the FTC Act, 15 U.S.C. §§ 45(a)(1), 53(b), and 57b; and under the Telemarketing Sales Rule ("TSR"), 16 C.F.R. Part 310.

4. The Settling Defendants (the IAB Defendants and Tressa K. Wood) neither admit nor deny any of the allegations in the FAC, except as specifically stated in this Order. Only for purposes of this action, the Settling Defendants admit the facts necessary to establish jurisdiction.

5. The Settling Defendants waive any claim that they may have under the Equal Access to Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this action through the date of the entry of this Order, and agree to bear their own costs and attorney fees.

6. The Settling Defendants waive all rights to seek judicial review or otherwise challenge or contest the validity of this Order. The Settling Defendants further waive and release any claims they may have against the FTC, its employees, representatives, or agents, and the Receiver and the Receiver's employees, representatives, or agents.

7. The Settling Defendants waive any and all claims to the assets of any of the Defendants, including any assets currently in possession of the Receivers appointed by the Court, Charlene Koonce and John Arrastia, Jr., except as otherwise expressly agreed to herein, and further stipulate that their share of any of these assets are to be transferred to the FTC to be used for equitable relief.

DEFINITIONS

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

1. **"Clear and Conspicuous"** means:

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a. In print communications, the message shall be presented in a manner that stands out from the accompanying text, so that it is sufficiently prominent, because of its type size, contrast to the background against which it appears, location, or other characteristics, for an ordinary consumer to notice, read, and comprehend it in relation to any claim it may be modifying;

b. In communications made through an electronic medium (e.g., television, Internet, telephone, etc.), the message shall be presented simultaneously in both the audio and visual portions of the communication. In any communication presented solely through visual or audio means, the message shall be made through the same means in which the communication is presented. In any communication disseminated by means of an interactive electronic medium (e.g., Internet), a disclosure must be unavoidable and presented prior to the consumer incurring any financial obligation. Any audio message shall be delivered in a volume and cadence sufficient for an ordinary consumer to hear and comprehend it in relation to any claim it may be modifying. Any visual message shall be presented in a manner that stands out in the context in which it is presented, so that it is sufficiently prominent, because of its size and shade, contrast to the background against which it appears, length of time it appears on the screen, and its location, for an ordinary consumer to notice, read, and comprehend it in relation to any claim it may be modifying; and

c. Regardless of the medium used to disseminate it, the message shall be in understandable language and syntax. Nothing contrary to, inconsistent with, or in mitigation of the message shall be used in any communication.

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2. **“Defendants”** means the Defendants in this action: the Settling Defendants; Health Service Providers, Inc.; Magnolia Health Management Corporation, also d/b/a Health Service Providers; Magnolia Technologies Corporation, also d/b/a Health Service Providers; FAV Marketing, Inc., also d/b/a Health Service Providers; Roy D. Hamilton; Judy M. Hamilton; and Avis S. Wood.

3. **“Entity-Specific Do Not Call List”** means a list of telephone numbers maintained by a Seller or Telemarketer of persons who have previously stated that they do not wish to receive Outbound Telephone Calls made by or on behalf of the Seller or Telemarketer.

4. **“Established Business Relationship”** means a relationship between a Seller and a person based on: (a) the person’s purchase, rental, or lease of the Seller’s goods or services or a financial transaction between the Seller and person, within the eighteen months immediately preceding the date of the Telemarketing call; or (b) the person’s inquiry or application regarding a product or service offered by the Seller, within the three months immediately preceding the date of a Telemarketing call.

5. **“Healthcare-Related Products”** means any program, membership, card, product, insurance policy, or other good or service, that offers, or purports to offer, insurance, discounts, savings, or benefits on healthcare, or access to such insurance, discounts, savings, or benefits. The insurance policies included in this definition are limited to policies covering healthcare services and products.

6. **“IAB Corporate Defendants”** means IAB Marketing Associates, LP, also d/b/a IAB; Independent Association of Businesses, also d/b/a IAB; HealthCorp International, Inc., also d/b/a IAB; JW Marketing Designs, LLC, also d/b/a IAB; International Marketing Agencies, LP,

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also d/b/a IAB; International Marketing Management, LLC, also d/b/a IAB; Wood, LLC, also d/b/a IAB.

7. **"IAB Defendants"** means the IAB Corporate Defendants and IAB Individual Defendants.

8. **"IAB Individual Defendants"** means James C. Wood, James J. Wood, Michael J. Wood, and Gary D. Wood.

9. **"National Do Not Call Registry"** means the "do-not-call" registry of telephone numbers maintained by the Commission pursuant to 16 C.F.R. § 310.4(b)(1)(iii)(B).

10. **"Outbound Telephone Call"** means a telephone call initiated by a Telemarketer to induce the purchase of goods or services or to solicit a charitable contribution.

11. **"Person"** shall be construed in its broadest sense and means both natural persons and artificial entities including, but not limited to, sole proprietorships, general partnerships, limited partnerships, joint ventures, limited liability partnerships, limited liability companies, corporations, sub-chapter S corporations, closely held corporations, professional corporations, business associations, business trusts, and all past and present officers, directors, agents, employees, parent companies, subsidiaries, predecessors, successors, affiliates, assigns, divisions or other persons acting or purporting to act on such person's behalf.

12. **"Seller"** means any person who, in connection with a Telemarketing transaction, provides, offers to provide, or arranges for others to provide goods or services to the customer in exchange for consideration, whether or not such person is under the jurisdiction of the Commission.

13. **"Settling Defendants"** means the IAB Defendants and relief defendant Tressa K. Wood.

14. **"Telemarketer"** means any person who, in connection with Telemarketing, initiates or receives telephone calls to or from a customer or donor, whether or not such person is under the jurisdiction of the Commission.

15. **"Telemarketing"** means any plan, program, or campaign which is conducted to induce the purchase of goods or services or a charitable contribution by use of one or more telephones and which involves more than one interstate telephone call.

I.

BAN ON SELLING HEALTHCARE-RELATED PRODUCTS

IT IS ORDERED that the IAB Defendants, whether acting directly or indirectly, are permanently restrained and enjoined from: (1) advertising, marketing, promoting, offering for sale, or selling any Healthcare-Related Products; and (2) assisting with the advertising, marketing, promoting, offering for sale, or selling of any Healthcare-Related Products.

II.

PROHIBITION AGAINST MISREPRESENTATIONS

IT IS FURTHER ORDERED that the IAB Defendants, their representatives, officers, agents, employees, 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 marketing of goods or services (other than Healthcare-Related Products), are hereby permanently restrained and enjoined from making, or assisting in the making of, expressly or by implication, any false or misleading statement or representation of material fact, including but not limited to:

- A. Any material terms regarding the total cost to purchase, receive, or use, and the quantity of, any goods or services that are subject to the sales offer;
- B. Any material restrictions, limitations, or conditions to purchase, receive, or use the goods or services sold; and
- C. Any material aspect of the performance, efficacy, nature, characteristics, benefits, or qualities of the goods or services.

III.

PROHIBITION AGAINST VIOLATING THE TSR

IT IS ORDERED that the IAB Defendants, their representatives, officers, agents, employees, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, are permanently restrained and enjoined from:

- A. Initiating any Outbound Telephone Calls, or causing others to initiate Outbound Telephone Calls, and failing to disclose truthfully, promptly, and in a Clear and Conspicuous manner to the person receiving a call in connection with Telemarketing: (1) the identity of the seller, (2) that the purpose of the call is to sell goods or services, or (3) the nature of the goods or services;
- B. Abandoning, or causing others to abandon, any Outbound Telephone Call to a person by failing to connect the call to a live operator within two seconds of the person's completed greeting, unless the IAB Defendants, their representatives, officers, agents, employees, or all other persons in active concert or participation with any of them, prove that the following four conditions are met:

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1. the IAB Defendants and their representatives, officers, agents, or employees employ technology that ensures abandonment of no more than three percent of all calls answered by a person, measured over the duration of a single calling campaign, if less than thirty (30) days, or separately over each successive 30-day period or portion thereof that the campaign continues;
2. the IAB Defendants and their representatives, officers, agents, or employees, for each Telemarketing call placed, allow the telephone to ring for at least fifteen seconds or four rings before disconnecting an unanswered call;
3. whenever a live operator is not available to speak with the person answering the call within two seconds after the person's completed greeting, the IAB Defendants or their representatives, officers, agents, or employees promptly play a recorded message that states the IAB Defendants' name and telephone number; and
4. the IAB Defendants or their representatives, officers, agents, or employees retain records establishing compliance with the preceding three conditions;

C. Initiating any Outbound Telephone Calls, or causing others to initiate any Outbound Telephone Calls, that delivers a prerecorded message, other than a prerecorded message permitted for compliance with Section III.B.3 of this Order, unless the IAB Defendants prove that;

1. Prior to making any such call to induce the purchase of any good or service, the IAB Defendants or their representatives, officers, agents, or employees

have obtained from the recipient of the call an express agreement, in writing, that:

- a. the IAB Defendants or their representatives, officers, agents, or employees obtained only after a Clear and Conspicuous disclosure that the purpose of the agreement is to authorize the IAB Defendants or their representatives, officers, agents, or employees to place prerecorded calls to such person;
 - b. the IAB Defendants or their representatives, officers, agents, or employees obtained without requiring, directly or indirectly, that the agreement be executed as a condition of purchasing any good or service;
 - c. evidences the willingness of the recipient of the call to receive calls that deliver prerecorded messages by or on behalf of IAB Defendants; and
 - d. includes such person's telephone number and signature; and
2. In any such call to induce the purchase of any good or service, the IAB Defendants or their representatives, officer, agents, or employees:
- a. allow the telephone to ring for at least fifteen (15) seconds or four (4) rings before disconnecting an unanswered call; and
 - b. within two (2) seconds after the completed greeting of the person called, plays a prerecorded message that promptly discloses the IAB Defendants' identity, that the purpose of the call is to sell goods or services, and the nature of the goods or services, followed immediately by a disclosure of one or both of the following:

i. in the case of a call that could be answered in person by a consumer, that the person called can use an automated interactive voice and/or keypress-activated opt-out mechanism to assert a do-not-call request at any time during the message. The mechanism must:

(a) automatically add the number called to the IAB

Defendants' Entity-Specific Do Not Call List;

(b) once invoked, immediately disconnect the call; and

(c) be available for use at any time during the message; and

ii. in the case of a call that could be answered by an answering machine or voicemail service, that the person called can use a toll free-number to assert a do-not-call request. The number provided must connect directly to an automated interactive voice or keypress-activated opt-out mechanism that:

(a) automatically adds the number called to the IAB

Defendants' Entity-Specific Do Not Call List;

(b) immediately thereafter disconnects the call; and

(c) is accessible at any time throughout the duration of the

Telemarketing campaign.

D. Initiating any Outbound Telephone Calls, or causing others to initiate Outbound Telephone Calls, to any person's telephone number on the National Do Not Call Registry, unless the IAB Defendants or their representatives, officers, agents, or employees prove that:

1. the IAB Defendants or their representatives, officers, agents, or employees have obtained the express agreement, in writing, of such person to place calls to that person. Such written agreement shall clearly evidence such person's authorization that calls made by or on behalf of the IAB Defendants may be placed to that person, and shall include the telephone number to which the calls may be placed and the signature of that person; or
2. the IAB Defendants have an Established Business Relationship with such person, and that person has not previously stated that he or she does not wish to receive Outbound Telephone Calls made by or on behalf of the IAB Defendants;

E. Initiating Outbound Telephone Calls, or causing another to initiate Outbound Telephone Calls, to a person who has previously stated that he or she does not wish to receive an Outbound Telephone Call made by or on behalf of the IAB Defendants;

F. Initiating Outbound Telephone Calls, or causing others to initiate Outbound Telephone Calls, to a telephone number within a given area code when the IAB Defendants have not, either directly or through another Person, paid the required annual fee for access to the telephone numbers within that area code that are included in the National Do Not Call Registry unless the telephone call is:

1. a solicitation to induce charitable contributions;
2. to a business;
3. to persons who have given the Seller their express agreement, in writing and signed, to receive calls from Defendants; or

4. to persons who have an Established Business Relationship with Defendants;
and

G. Violating the Telemarketing Sales Rule, 16 C.F.R. Part 310, attached as **Attachment B** to this Order.

IV.

BAN ON THE USE OF CONSUMER INFORMATION

IT IS FURTHER ORDERED that the IAB Defendants, their representatives, officers, agents, employees, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, are permanently restrained and enjoined from, directly or indirectly, disclosing, using, or benefitting from customer information, including the name, address, telephone number, email address, social security number, other identifying information, or any data that enables access to a customer's account – including a credit card, bank account, or other financial account – of any Person that was obtained by any Defendant in connection with the sale of any product or service during the period: January 1, 2007 through the date of entry of this Order. The IAB Defendants must dispose of such customer information, and any information relating to the health or medical condition of any customer, in all forms in their possession, custody, or control within thirty (30) days after entry of this Order. Disposal shall be by means that protect against unauthorized access to the customer information, such as by burning, pulverizing, or shredding any papers, and by erasing or destroying any electronic media, to ensure that the customer information cannot practicably be read or reconstructed. *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 a law, regulation, or court order.

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V.

EQUITABLE MONETARY RELIEF

IT IS FURTHER ORDERED that:

A. Judgment in the amount of One Hundred and Twenty-Five Million Dollars (\$125,000,000) is entered in favor of the FTC and against each of the IAB Defendants, jointly and severally, as equitable monetary relief for consumer injury. Furthermore, judgment in the amount of One Million and One Hundred and Seventeen Thousand and Two Hundred and Ninety-Two Dollars (\$1,117,292.00) is entered in favor of the FTC against Tressa K. Wood.

B. In partial satisfaction of the judgment against the Settling Defendants, within ten (10) days of the date of entry of this Order, the Settling Defendants shall surrender to the Receiver, Charlene Koonce, all control, title, possession, legal and equitable title, dominion, and interest in all the assets listed in **Attachment A** to this Order. The Settling Defendants shall cooperate fully and take such steps as the Receiver may require, including executing any documents and providing any necessary information, to cause the transfer of the assets listed in **Attachment A**.

1. Any outstanding fee, debt, or cost associated with the storage of any vehicle a Settling Defendant is surrendering under this Order must be paid in full – by the Settling Defendant who surrenders that vehicle – before that Settling Defendant surrenders the relevant vehicle to the Receiver;
2. The Settling Defendants must not deduct or withhold any funds for, including but not limited to, taxes or penalties from the monies included in any

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Individual Retirement Account (IRA) or Certificate of Deposit (CD) that the Settling Defendants surrender under this Order;

3. The Settling Defendants waive any and all claims to any and all assets that the Receiver collected pursuant to the Preliminary Injunction (DE 72).

C. Upon the completion of all transfers required by Section V. B, directly above, the remainder of the judgment as to all Settling Defendants is suspended, subject to the terms of Subsections V.D – V.L, directly below.

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

1. the Financial Statements and Affidavits of IAB Marketing Associates, LP, signed on September 24-25, 2012 by Chief Financial Officer Lois A. Nix, including all attachments, supplemental materials, and tax returns, and the sworn depositions of James C. Wood held on August 26, 2013 and November 21, 2013;
2. the Financial Statements and Affidavits of Independent Association of Businesses, signed on September 24-25, 2012 by Chief Financial Officer Lois A. Nix, including all attachments, supplemental materials, and tax returns, and the sworn depositions of James C. Wood held on August 26, 2013 and November 21, 2013;

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3. the Financial Statements and Affidavits of Healthcorp International Inc., signed on September 25, 2012 by Chief Financial Officer Lois A. Nix, including all attachments, supplemental materials, and tax returns, and the sworn depositions of James C. Wood held on August 26, 2013 and November 21, 2013;
4. the Financial Statements and Affidavits of JW Marketing Designs, LLC, signed on September 25, 2012 by Chief Financial Officer Lois A. Nix, including all attachments, supplemental materials, and tax returns, and the sworn depositions of James C. Wood held on August 26, 2013 and November 21, 2013;
5. the Financial Statements and Affidavits of International Marketing Agencies, LP, signed on September 25, 2012 by Chief Financial Officer Lois A. Nix, including all attachments, supplemental materials, and tax returns, and the sworn depositions of James C. Wood held on August 26, 2013 and November 21, 2013;
6. the Financial Statements and Affidavits of International Marketing Management, LLC, signed on September 25, 2012 by Chief Financial Officer Lois A. Nix, including all attachments, supplemental materials, and tax returns, and the sworn depositions of James C. Wood held on August 26, 2013 and November 21, 2013;
7. the Financial Statements and Affidavits of Wood, LLC, signed on September 25, 2012 by Chief Financial Officer Lois A. Nix, including all attachments,

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supplemental materials, and tax returns, and the sworn depositions of James C. Wood held on August 26, 2013 and November 21, 2013;

8. the Financial Statements and Affidavits of Individual Defendant James C. Wood, signed on September 25, 2012, and amended on November 27, 2012 and June 8, 2014, including all attachments, supplemental materials, and tax returns, and the sworn depositions of James C. Wood held on August 26, 2013 and November 21, 2013;
9. the Financial Statements and Affidavit of Individual Defendant James J. Wood, signed on September 25, 2012, and amended on November 28, 2012 and June 11, 2014, including all attachments, supplemental materials, and tax returns, and the sworn deposition of James J. Wood held on September 13, 2013;
10. the Financial Statements and Affidavits of Individual Defendant Michael J. Wood, signed on September 25, 2012, and amended on December 3, 2012 and June 10, 2014, including all attachments, supplemental materials, and tax returns, and the sworn deposition of Michael J. Wood held on August 27, 2013;
11. the Financial Statements of Individual Defendant Gary D. Wood, signed on September 25, 2012, and amended on October 12, 2012 and July 22, 2014, including all attachments, supplemental materials, and tax returns, and the sworn deposition of Gary D. Wood held on August 21, 2013;

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12. the Financial Statements of Relief Defendant Tressa K. Wood, signed on June 20, 2014, including all attachments, supplemental materials, and tax returns; and the sworn deposition of Tressa K. Wood held on August 20, 2013 and November 21, 2013.

E. In the event that it is necessary to execute additional documents to transfer or liquidate assets of any Settling Defendant under this Order, or to dissolve and wind down any assets of the Settling Defendants, the Settling Defendants shall execute such documents within three (3) days of a written request from the Receiver or the FTC.

F. The suspension of the judgment will be lifted as to any Settling Defendant if, upon motion by the FTC, the Court finds that the Settling Defendant failed to disclose any material asset, materially misstated the value of any asset, or made any other material misstatement or omission in the financial representation identified above.

G. If the suspension of the judgment is lifted, the judgment becomes immediately due as to that Settling Defendant in the amount specified in Subsection V.A above which, the parties stipulate only for purposes of this Section, represents the consumer injury alleged in the FAC, less any payment previously made pursuant to this Section, plus interest computed from the date of the entry of this Order.

H. The Settling Defendants relinquish dominion, and all legal and equitable right, title, or interest in all assets transferred pursuant to this Order and may not seek the return of any assets.

I. The facts alleged in the FAC will be taken as true, without further proof, in any subsequent civil litigation by or on behalf of the FTC to enforce its right to any payment or

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monetary judgment pursuant to this Order, such as a non-dischargeability complaint in any bankruptcy case.

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

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

L. All money paid to the FTC pursuant to this Order may be deposited into a fund administered by the FTC or its designee to be used for equitable relief, including consumer redress and any attendant expenses for the administration of any redress fund. If a representative of the FTC decides that direct redress to consumers is wholly or partially impracticable or money remains after redress is completed, the FTC may apply any remaining money for such other equitable relief (including consumer information remedies) as it determines to be reasonably related to the IAB Defendants' practices alleged in the FAC. Any money not used for such equitable relief is to be deposited to the U.S. Treasury as disgorgement. The Settling Defendants have no right to challenge any actions the FTC or its representatives may take pursuant to this Subsection.

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VI.

LIFTING OF ASSET FREEZE

IT IS FURTHER ORDERED that the asset freeze set forth in the preliminary injunction (DE 72), entered on October 9, 2012, and further clarified in the September 16, 2013 Order (DE 315), is modified to effect the turnover of the Settling Defendants' assets in partial satisfaction of the Equitable Monetary Relief provisions as set forth in Section V of this Order. Upon completion of those payments and transfers, the asset freeze as to the Settling Defendants is dissolved, and the remaining assets of the Settling Defendants are released from the Receivership.

VII.

RECEIVERSHIP

IT IS FURTHER ORDERED that except as modified by this Section of this Order, the receivership shall continue in the manner set forth in the Preliminary Injunction entered in this matter on October 9, 2012 (DE 72). In carrying out these duties, the Receiver, Charlene Koonce, is authorized and directed to:

- A. Take any and all steps necessary or advisable, including issuing subpoenas, to locate and liquidate all assets of the Settling Defendants that remain in the Receivership after the asset freeze has lifted as described in Section VI (Lifting of asset Freeze) (collectively the "Receivership Estate").
- B. Take any and all steps that the Receiver concludes are appropriate to wind down the IAB Corporate Defendants.

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C. Take any and all steps necessary to cancel the IAB Corporate Defendants' contracts, collect on amounts owed to the IAB Corporate Defendants, and take such other steps as may be necessary to terminate and dissolve the IAB Corporate Defendants efficiently.

D. Take any and all steps necessary to liquidate the Receivership Estate including those assets that are surrendered pursuant to Section V of this Order and, after such liquidation, shall promptly remit the net proceeds to the FTC as payment toward the monetary judgment entered against the Settling Defendants. The Receiver is authorized to withhold a reasonable sum, not to exceed ten (10) percent of the net proceeds of the sale of any liquidated assets surrendered pursuant to Section V as costs, fees, and expenses.

E. Dispose of, or arrange for the disposal of, the records of the IAB Corporate Defendants no later than six (6) months after the Court's approval of the Receiver's final report as to the Receivership Estate, except that: (1) to the extent such records are reasonably available, the Receiver shall arrange for records sufficient to ascertain the funds that an individual consumer paid to the IAB Corporate Defendants, and any refunds provided to individual consumers, to be retained for a minimum of one year from the entry of this Order; and (2) if state or local law regulating the Corporate IAB Defendants' business requires the retention of particular records for a specified period, the Receiver shall arrange for such records to be disposed of after the specified period has expired. To safeguard the privacy of consumers, records containing personal financial information shall be shredded, incinerated, or otherwise disposed of in a secure manner. For records that must be retained, the Receiver may elect to retain records in their original form, or to retain photographic or electronic copies.

F. Make payments and disbursements from the Receivership Estate that are necessary or advisable for carrying out the directions of, or exercising the authority granted by, this Order. The Receiver shall apply to the Court for prior approval of any payment of any debt or obligation incurred by the Settling Defendants prior to the date of entry of the temporary restraining order in this action, except payments that the Receiver deems necessary or advisable to secure and liquidate assets of the Settling Defendants, such as rental payments or payment of liens.

G. Should the Receiver decide to abandon an asset part of the Receivership Estate, the Receiver shall provide notice to the Court of such abandonment.

H. Perform all incidental acts that the Receiver deems to be advisable or necessary, which include retaining, hiring, or dismissing any employees, independent contractors, and agents as the Receiver deems advisable or necessary in the performance of duties and responsibilities under the statutory authority granted by this Order.

I. Continue to institute, compromise, adjust, appear in, intervene in, or become party to such actions or proceedings in state, federal or foreign courts or arbitration proceedings as the Receiver deems necessary and advisable to carry out the Receiver's mandate under this Order, including but not limited to, actions challenging fraudulent or voidable transfers.

J. Continue to defend, compromise, adjust, or otherwise dispose of any or all actions or proceedings instituted in the past or in the future against the Receiver in her role as Receiver, or against the IAB Corporate Defendants, as the Receiver deems necessary and advisable to carry out the Receiver's mandate under this Order.

K. Issue subpoenas to obtain documents and records pertaining to the Receivership Estate, and conduct discovery in this action on behalf of the Receivership Estate.

L. Continue to maintain one or more bank accounts as designated depositories for funds of the Settling Defendants, and make all payments and disbursements from the Receivership Estate from such an account. The Receiver shall serve copies of monthly account statements on all parties.

M. Continue to maintain accurate records of all receipts and expenditures that she makes as Receiver.

N. Continue to cooperate with reasonable requests for information or assistance from any state or federal law enforcement agency.

VIII.

COMPENSATION OF RECEIVER

IT IS FURTHER ORDERED that the Receiver and all personnel hired by the Receiver, including counsel to the Receiver and accountants, are entitled to reasonable compensation for the performance of duties pursuant to this Order and for the cost of actual out-of-pocket expenses incurred by them, from the assets now held by, in the possession or control of, or which may be received by, the Settling Defendants. The Receiver must not increase the hourly rates used as the bases for such fee applications without prior approval of the Court.

IX.

**RECEIVER'S FINAL REPORT AND
DISBURSEMENT OF RECEIVERSHIP ESTATE**

IT IS FURTHER ORDERED that:

A. The Receiver shall liquidate the assets of the Settling Defendants in her possession and the assets listed in **Attachment A** as soon as practicable. The Receiver shall file her Final Report within one hundred and twenty (120) days after entry of this Order, unless this time is extended by the Court for good cause. The Final Report shall include an accounting of the Receivership Estate's finances and total assets and a description of what other actions, if any, must be taken to wind-down the Receivership. Promptly thereafter, but no later than thirty (30) days after submission of the Final Report, the Receiver shall file an application for payment of compensation and expenses associated with her performance of duties as Receiver under this Order, the Temporary Restraining Order (DE 17), and the Preliminary Injunction (DE 72) entered in this proceeding. The Receiver shall mail copies of the Final Report to all known creditors of the Settling Defendants with a notice stating that any objections to paying any assets of the Settling Defendants to satisfy the Receiver's costs and expenses and the monetary judgment set forth in this Order must be submitted to the Court and served by mail upon the Receiver and the parties within thirty (30) days of the mailing of the Final Report. If subsequent actions (such as the completion of tax returns or further actions to recover funds for the Receivership) are appropriate, the Receiver shall file an additional report or reports ("Supplemental Report") describing the subsequent actions and a subsequent application for the payment of fees and expenses related to the subsequent acts.

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B. The Court will review the Final Report and any objections to the report and, absent a valid objection, will issue an order directing the Receiver to: (1) pay the reasonable costs and expenses of administering the Receivership, including the compensation of the Receiver and the Receiver's personnel authorized by Section VIII (Compensation of Receiver) of this Order or other orders of this Court, and the actual out-of-pocket costs incurred by the Receiver in carrying-out her duties; and (2) pay all remaining funds to the FTC as partial satisfaction of the judgment.

C. With Court approval, the Receiver may hold back funds for a specified period as a reserve to cover additional fees and costs related to actions to be addressed in a Supplemental Report. If the Receiver does not make a supplemental application for fees and expenses within the specified period, or if funds remain in the reserve fund after the payments of fees and expenses approved by the Court in response to such a supplemental application, all funds remaining in the reserve fund shall be immediately paid to the FTC or its designated agent.

X.

TERMINATION OF THE RECEIVERSHIP

IT IS FURTHER ORDERED that upon completion by the Receiver of the tasks set forth in this Order, the Receivership over the assets of the Settling Defendants shall be dissolved and the Receiver discharged. Upon termination of the Receivership, any and all uncollected judgments obtained for the benefit of the Settling Defendants shall be assigned to the FTC.

DPZ

XI.

COOPERATION WITH RECEIVER

IT IS FURTHER ORDERED that the Settling Defendants and their representatives, officers, agents, employees, and any other person served with a copy of this Order shall fully cooperate with and assist the Receiver in taking and maintaining possession, custody, or control of the assets that the Settling Defendants are surrendering pursuant to Section V of this Order (Equitable Monetary Relief). This cooperation and assistance shall include, but not be limited to, providing information to the Receiver that the Receiver deems necessary to exercise the authority and discharge the responsibilities of the Receiver under this Order; providing any password required to access any computer, electronic file, or telephonic data in any medium; advising all persons who owe money to the Settling Defendants that all debts should be paid directly to the Receiver; and transferring funds or title of assets at the Receiver's direction and producing records related to the assets and sales of the Settling Defendants. The entities obligated to cooperate with the Receiver under this provision include, but are not limited to, banks, broker-dealers, savings and loans, escrow agents, title companies, commodity trading companies, precious metals dealers, credit card processors, payment processors, merchant banks, acquiring banks, independent sales organizations, third party processors, payment gateways, insurance companies and other financial institutions and depositories of any kind, as well as common carriers, telecommunications companies and third-party billing agents.

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XII.

COOPERATION WITH FTC COUNSEL

IT IS FURTHER ORDERED that the Settling Defendants shall, in connection with this action or any subsequent investigations related to or associated with the transactions or the occurrences that are the subject of the FTC's FAC, cooperate in good faith with the FTC and appear at such places and times as the FTC shall reasonably request, after written notice, for interviews, conferences, pretrial discovery, review of documents, and for such other matters as may be reasonably requested by the FTC. If requested in writing by the FTC, the Settling Defendants shall appear and provide truthful testimony in any trial, deposition, or other proceeding related to or associated with the transactions or the occurrences that are the subject of the FAC, without the service of a subpoena.

XIII.

ACKNOWLEDGMENT OF RECEIPT OF ORDER

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

A. Each of the Settling Defendants, within seven (7) days of entry of this Order, must submit to the FTC an acknowledgment of receipt of this Order sworn under penalty of perjury.

B. For three (3) years after entry of this Order, each IAB Individual Defendant for any business that each, individually or collectively with any other IAB Individual Defendant, is the majority owner or directly or indirectly controls, must deliver a copy of this Order to: (1) all principals, officers, directors, and managers; (2) all employees, officers, agents, and representatives who participate in conduct related to the subject matter of this Order; and (3) any

business entity resulting from any change in structure as set forth in the Section XIV (Compliance Reporting). Delivery must occur within seven (7) days of entry of this Order for current personnel. To all others, delivery must occur before they assume their responsibilities.

C. From each individual or entity to which any IAB Individual Defendant delivered a copy of this Order, that defendant must obtain, within thirty (30) days, a signed and dated acknowledgment of receipt of this Order.

XIV.

COMPLIANCE REPORTING

IT IS FURTHER ORDERED that the IAB Individual Defendants shall make timely submissions to the FTC:

A. One year after entry of this Order, each IAB Individual Defendant must submit a compliance report, sworn under penalty of perjury:

1. Each IAB Individual Defendant must: (a) designate at least one telephone number and an email, physical, and postal address as points of contact, which representatives of the FTC may use to communicate with them; (b) identify all of that defendant's businesses by all of their names, telephone numbers, and physical, postal, email, and Internet addresses; (c) describe the activities of each business, including the products and services offered, the means of advertising, marketing, and sales, and the involvement of any other IAB Individual Defendant (which each IAB Individual Defendant must describe if he or she knows or should know due to his or her own involvement); (d) describe in detail whether and how that defendant is in compliance with each Section of this Order; and (e) provide a copy of each Order

Acknowledgment obtained pursuant to this Order, unless previously submitted to the FTC; and

2. Additionally, each IAB Individual Defendant must: (a) identify all telephone numbers and all email, Internet, physical, and postal addresses, including all residences; (b) identify all titles and roles in all business activities, including any business for which such defendant performs services whether as an employee or otherwise and any entity in which such defendant has any ownership interest; and (c) describe in detail such defendant's involvement in each such business, including title, role, responsibilities, participation, authority, control, and any ownership.

B. For ten (10) years following entry of this Order, each IAB Individual Defendant must submit a compliance notice, sworn under penalty of perjury, within fourteen (14) days of any change in the following:

1. Each IAB Individual Defendant must report any change in: (a) any designated point of contact; or (b) the structure of any entity that such defendant has any ownership interest in or directly or indirectly controls 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 IAB Individual Defendant must report any change in: (a) name, including aliases or fictitious name, or residence address; or (b) title or role in any business activity, including any business for which such defendant performs services whether as an employee or otherwise and any entity in which such defendant

has any ownership interest or otherwise has direct or indirect control, and identify the business's name, physical address, and Internet address, if any;

C. Each IAB Individual Defendant must submit to the FTC notice of the filing of any bankruptcy petition, insolvency proceeding, or any similar proceeding by or against such defendant within fourteen (14) days of its filing;

D. Any submission to the FTC required by this Order to be sworn under penalty of perjury must be true and accurate and comply with 18 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; and

E. Unless otherwise directed by an FTC representative in writing, all submissions to the FTC pursuant to this Order must be emailed to DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to: Associate Director for Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580. The subject line must begin: *FTC v. IAB X120050*.

XV.

RECORDKEEPING

IT IS FURTHER ORDERED that the IAB Individual Defendants must create certain records for ten (10) years after entry of the Order, and to retain each such record for five (5) years. Specifically, for any business in which each IAB Individual Defendant, individually or collectively with any other IAB Individual Defendant, is a majority owner or directly or indirectly controls, such defendant must maintain the following records:

- A. Accounting records showing the revenues from all goods or services sold, all costs incurred in generating those revenues, and the resulting net profit or loss;
- B. Personnel records showing, for each Person providing services, whether as an employee or otherwise, that Person's: name, addresses, and telephone numbers; job title or position; dates of service; and, if applicable, the reason for termination;
- C. Complaints and refund requests, whether received directly or indirectly, such as through a third party, and any response;
- D. All records necessary to demonstrate full compliance with each provision of this Order, including all submissions to the FTC; and
- E. A copy of each advertisement, marketing email, banner advertisement, pop-up advertisement, mobile advertisement, web page, direct mail piece, Telemarketing script, text advertisement, or other marketing material.

XVI.

COMPLIANCE MONITORING

IT IS FURTHER ORDERED that, for the purpose of monitoring the IAB Individual Defendants' compliance with this Order:

- A. Within fourteen (14) days of receipt of written notice from a representative of the FTC, each IAB Individual Defendant must: submit additional compliance reports or other requested information, which must be sworn under penalty of perjury; appear for depositions; and produce documents, for inspection and copying. The FTC is also authorized to obtain discovery, without further leave of court, using any of the procedures prescribed by Federal Rules of Civil Procedure 29, 30 (including telephonic depositions), 31, 33, 34, 36, 45, and 69.

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

C. The FTC may use all other lawful means, including posing, through its representatives, as consumers, suppliers, or other individuals or entities, to IAB Individual Defendants or any individual or entity affiliated with them, without the necessity of identification or prior notice. Nothing in this Order limits the FTC's lawful use of compulsory process, pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1.

XVII.

RETENTION OF JURISDICTION

IT IS FURTHER ORDERED that this Court shall retain jurisdiction of this matter for purposes of construction, modification, and enforcement of this Order.

DPE

FOR IAB MARKETING ASSOCIATES, LP:

Michael J. Wood Date: _____, 2014

FOR INDEPENDENT ASSOCIATION OF BUSINESSES:

James C. Wood
James C. Wood Date: 9/11/, 2014

FOR HEALTHCORP INTERNATIONAL, INC.:

James C. Wood
James C. Wood Date: 9/11/, 2014

FOR JW MARKETING DESIGNS, LLC:

James C. Wood
James C. Wood Date: 9/11/, 2014

FOR INTERNATIONAL MARKETING AGENCIES, LP:

James C. Wood
James C. Wood Date: 9/11/, 2014

FOR INTERNATIONAL MARKETING MANAGEMENT, LLC:

James C. Wood
James C. Wood Date: 9/11/, 2014

FOR WOOD, LLC:

James C. Wood
James C. Wood Date: 9/11/, 2014

DPE

FOR JAMES C. WOOD:

James C. Wood
James C. Wood

Date: 9/11, 2014

FOR JAMES J. WOOD:

James J. Wood

Date: _____, 2014

FOR MICHAEL J. WOOD:

Michael J. Wood

Date: _____, 2014

FOR GARY D. WOOD:

Gary D. Wood

Date: _____, 2014

FOR TRESSA K. WOOD:

Tressa Wood
Tressa K. Wood

Date: 9-11, 2014

DPE

FOR JAMES C. WOOD:

James C. Wood

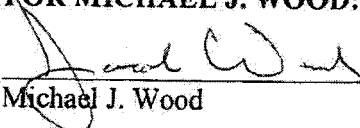
Date: _____, 2014

FOR JAMES J. WOOD:

James J. Wood

Date: _____, 2014

FOR MICHAEL J. WOOD:



Michael J. Wood

Date: _____, 2014

FOR GARY D. WOOD:

Gary D. Wood

Date: _____, 2014

FOR TRESSA K. WOOD:

Tressa K. Wood

Date: _____, 2014




FOR JAMES C. WOOD:

James C. Wood

Date: _____, 2014

FOR JAMES J. WOOD:


James J. Wood

Date: 9-10, 2014

FOR MICHAEL J. WOOD:

Michael J. Wood

Date: _____, 2014

FOR GARY D. WOOD:

Gary D. Wood

Date: _____, 2014

FOR TRESSA K. WOOD:

Tressa K. Wood

Date: _____, 2014



FOR JAMES C. WOOD:

James C. Wood

Date: _____, 2014

FOR JAMES J. WOOD:

James J. Wood

Date: _____, 2014

FOR MICHAEL J. WOOD:

Michael J. Wood

Date: _____, 2014

FOR GARY D. WOOD:

Gary D. Wood
Gary D. Wood

Date: 9/10, 2014


FOR TRESSA K. WOOD:

Tressa K. Wood

Date: _____, 2014

DPR

FOR REINER & REINER, P.A.:

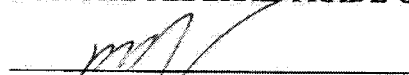


Date: 9/11, 2014

David P. Reiner, II
Reiner & Reiner, P.A.
One Datran Center
9100 South Dadeland Blvd.
Suite 901
Miami, FL 33156
Tel: 305-670-8282
Fax: 305-670-8989

Counsel for Defendants IAB Marketing Associates, LP; Independent Association of Businesses; HealthCorp International, Inc.; JW Marketing Designs, LLC; International Marketing Agencies, LP; International Marketing Management, LLC; Wood, LLC; James C. Wood; James J. Wood; Michael J. Wood; Gary D. Wood; and Tressa K. Wood

FOR THE FEDERAL TRADE COMMISSION:




Date: 10/9, 2014

Dotan Weinman
Patricia B. Hsue
Thomas Biesty

FEDERAL TRADE COMMISSION
600 Pennsylvania Avenue, NW
Washington, DC 20580
(202) 326-3049, dweinman@ftc.gov (Weinman)
(202) 326-3132, phsue@ftc.gov (Hsue)
(202) 326-3043, tbiesty@ftc.gov (Biesty)
(202) 326-3395 (Fax)
Attorneys for Plaintiff Federal Trade Commission

IT IS SO ORDERED, this 10th day of October, 2014, at 2:00 o'clock a.m./p.m.


JUDGE SAM A. LINDSAY
UNITED STATES DISTRICT JUDGE

DPK

ATTACHMENT A – ASSET TRANSFER SCHEDULE

The following are the Assets referred to in Section V (Equitable Monetary Relief) of the Order, which the Settling Defendants must surrender to the Receiver, Charlene Koonce, pursuant to the Order:

1. Assets that the Corporate IAB Defendants must surrender
 - a. The Corporate IAB Defendants waive any and all claims to any of their Assets, including the Assets that are in the possession of the Receiver, Charlene Koonce, or under her control.

2. Assets that James C. and Tressa K. Wood must surrender, as described in the Financial Statements that they signed on June 8 (by James) and June 20 (by Tressa) of 2014 and the Receiver's Fifth Interim Report filed on May 20, 2014
 - a. IRA Account identified as Account No. 52729
 - b. IRA Account identified as Account No. 55948
 - c. Tressa K. Wood's Certificate of Deposit at Park Cities Bank
 - d. 2008 Lamborghini Gallardo Spyder
 - e. 2003 Mercedes Benz SL500
 - f. 2007 Mercedes Benz S600
 - g. 2005 Porsche Cayenne
 - h. 1932 MG J2 Roadster
 - i. 1984 Chevrolet Pickup
 - j. 1993 Oldsmobile 88 Rolaye
 - k. \$8,412.37 in cash

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3. Assets that James J. Wood must surrender
 - a. \$60,000 in cash
4. Assets that Michael J. Wood must surrender
 - a. \$29,176 in cash
5. Assets that Gary D. Wood must surrender
 - a. Gary D. Wood waives any and all claims to the funds that the Receiver collected from him pursuant to the Preliminary Injunction (DE 72)

