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CLERK, U.S. DISTRICT COURT  
DEC - 6 2006  
CENTRAL DISTRICT OF CALIFORNIA  
BY *[Signature]* DEPUTY

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CLERK, U.S. DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
LOS ANGELES

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

FEDERAL TRADE COMMISSION,  
BY Plaintiff,

v.

Del Sol LLC, also d/b/a Del  
Sol Educational,

and

Fernando Gonzalez Lopez,

Defendants.

No. CV 05-3013 GAF (RCx)

**[PROPOSED] STIPULATED  
FINAL JUDGMENT AND ORDER  
FOR PERMANENT INJUNCTION  
AND MONETARY RELIEF**

NO HEARING REQUESTED

Plaintiff Federal Trade Commission ("FTC" or  
"Commission"), 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

THIS CONSTITUTES NOTICE OF ENTRY  
AS REQUIRED BY FRCP, RULE 77(d).

ENTERED - WESTERN DIVISION  
CLERK, U.S. DISTRICT COURT  
DEC 12 2006  
*[Signature]*  
CENTRAL DISTRICT OF CALIFORNIA  
BY DEPUTY

39

1 Act, 15 U.S.C. § 6101 et seq., filed a Complaint on April 25,  
2 2005, against Defendants Del Sol LLC, also d/b/a Del Sol  
3 Educational, and Fernando Gonzalez Lopez, along with an ex  
4 parte application for a temporary restraining order with asset  
5 freeze and order to show cause why a preliminary injunction  
6 should not issue ("TRO").

7 On April 25, 2005, the Court entered the TRO and froze  
8 Defendants' assets. On May 24, 2005, the Court entered a  
9 Preliminary Injunction With An Asset Freeze, An Accounting,  
10 Limited Expedited Discovery, Immediate Access and Other  
11 Equitable Relief.

12 Now Commission and Defendants, through their respective  
13 counsel, have agreed to entry of this Stipulated Final Judgment  
14 and Order for Permanent Injunction and Monetary Relief  
15 ("Order") without trial or adjudication of any issue of law or  
16 fact herein. Plaintiff and Defendants having requested the  
17 Court to enter this Order, the Court hereby finds and orders as  
18 follows:

19 **FINDINGS**

20 1. Defendants were properly served with the Complaint,  
21 Summons, TRO, and Preliminary Injunction in this matter.

22 2. This Court has jurisdiction over the subject matter  
23 of the case and personal jurisdiction over Defendants. Venue  
24 in the Central District of California is proper.

25 3. The actions of Defendants as alleged in the Complaint  
26 are in or affecting commerce, as defined in Section 4 of the  
27 FTC Act, 15 U.S.C. § 44.

28 4. Plaintiff has the authority under Sections 13(b) and

1 19 of the FTC Act, 15 U.S.C. §§ 53(b) and 57b, to seek the  
2 injunctive, monetary, and other equitable relief it has  
3 requested, and the Complaint states a claim upon which relief  
4 can be granted against Defendants.

5 5. Defendants waive all rights to seek judicial review  
6 or otherwise challenge or contest the validity of this Order.  
7 Defendants also waive any claim that they may hold under the  
8 Equal Access to Justice Act, 28 U.S.C. § 2412 (as amended),  
9 concerning the prosecution of this action to the date of this  
10 Order. Defendants shall bear their own costs and attorneys'  
11 fees.

12 6. The FTC and Defendants stipulate and agree to this  
13 Order, without trial or final adjudication of any issue of fact  
14 or law, to settle and resolve all matters in dispute arising  
15 from the Complaint to the date of entry of this Order.

16 7. This action and the relief awarded herein are in  
17 addition to, and not in lieu of, other remedies as may be  
18 provided by law, including both civil and criminal remedies.

19 8. Entry of this Order is in the public interest.

20 **DEFINITIONS**

21 For the purposes of this Order, the following definitions  
22 shall apply:

23 A. "Assets" mean any legal or equitable interest in,  
24 right to, or claim to, any real and personal property,  
25 including but not limited to chattel, products, instruments,  
26 equipment, fixtures, general intangibles, effects, leaseholds,  
27 mail or other deliveries, inventory, checks, notes, accounts,  
28 credits, receivables, funds, monies, and all cash, wherever

1 located, and shall include both existing assets and assets  
2 acquired after the date of entry of this Order.

3 B. "Assisting others" means providing any of the  
4 following products or services to any person or entity: (a)  
5 performing customer service functions, including but not  
6 limited to receiving or responding to consumer complaints; (b)  
7 formulating or providing, or arranging for the formulation or  
8 provision of, any telephone sales script or any other written  
9 marketing material; (c) providing names of, or assisting in the  
10 generation of, potential customers; (d) performing marketing  
11 services of any kind; or (e) acting as an officer or director  
12 of a business entity.

13 C. "Commerce" means as defined in Section 4 of the  
14 Federal Trade Commission Act, 15 U.S.C. § 44.

15 D. "Defendants" mean Del Sol LLC, also doing business as  
16 Del Sol Educational, and its successors and assigns ("Del  
17 Sol"), and Fernando Gonzalez Lopez a/k/a Fernando Lopez  
18 Gonzalez ("Gonzalez"), and each of them, by whatever names each  
19 might be known.

20 E. "Established business relationship" means a  
21 relationship between the seller and a person based on: (a) the  
22 person's purchase, rental, or lease of the seller's goods or  
23 services or a financial transaction between the person and  
24 seller, within the eighteen (18) months immediately preceding  
25 the date of the telemarketing call; or (b) the person's inquiry  
26 or application regarding a product or service offered by the  
27 seller, within the three (3) months immediately preceding the  
28 date of a telemarketing call.

1 F. "National Do Not Call Registry" means the National Do  
2 Not Call Registry, which is the "do-not-call" registry  
3 maintained by the Commission pursuant to 16 C.F.R.  
4 § 310.4(b)(1)(iii)(B).

5 G. "Outbound telephone call" means a telephone call  
6 initiated by a telemarketer to induce the purchase of goods or  
7 services or to solicit a charitable contribution.

8 H. "Prize promotion" means:

- 9 1. a sweepstakes or other game of chance; or  
10 2. an oral or written express or implied  
11 representation that a person has won, has been selected to  
12 receive, or may be eligible to receive a prize or purported  
13 prize.

14 I. "Representatives" means Defendants' successors,  
15 assigns, officers, agents, servants, employees and those  
16 persons in active concert or participation with them who  
17 receive actual notice of this Order by personal service or  
18 otherwise.

19 J. "Seller" means any person who, in connection with a  
20 telemarketing transaction, provides, offers to provide, or  
21 arranges for others to provide goods or services to the  
22 customer in exchange for consideration whether or not such  
23 person is under the jurisdiction of the Commission.

24 K. "Telemarketer" means any person who, in connection  
25 with telemarketing, initiates or receives telephone calls to or  
26 from a customer or donor.

27 L. "Telemarketing" means any plan, program or campaign  
28 (whether or not covered by the Telemarketing Sales Rule, 16

1 C.F.R. Part 310) that is conducted to induce the purchase of  
2 goods or services or a charitable contribution by means of the  
3 use of one or more telephones.

4 M. "Telemarketing Sales Rule" or "Rule" means the FTC  
5 Rule entitled "Telemarketing Sales Rule," 16 C.F.R. § 310, or  
6 as may be hereafter amended.

7  
8 **ORDER**

9 **I.**

10 **\ PROHIBITION AGAINST MISREPRESENTATIONS \***

11 **IT IS HEREBY ORDERED** that Defendants, and their officers,  
12 agents, servants, employees, and attorneys, and those persons  
13 in active concert or participation with them who receive actual  
14 notice of this Order by personal service, facsimile, or  
15 otherwise, are hereby permanently restrained and enjoined from  
16 making, or assisting others in making, expressly or by  
17 implication, any false or misleading oral or written statement  
18 or representation in connection with the advertising,  
19 marketing, promotion, offering, sale, or distribution of a  
20 prize promotion, prize, purported prize, or any other product  
21 or service in or affecting commerce, including but not limited  
22 to:

23 1. That any person has won a prize;

24 2. That any person must purchase certain  
25 merchandise to obtain a prize or participate in a prize  
26 promotion;

27 3. The identity, nature, central characteristics,  
28 or value of any prize, purported prize, or any other product or

1 service; and

2 4. Any fact material to a consumer's decision to  
3 buy or accept any prize, product or service.

4 II.

5 **TELEMARKETING SALES RULE**

6 **IT IS FURTHER ORDERED** that Defendants, and their officers,  
7 agents, servants, employees, and attorneys, and those persons  
8 in active concert or participation with them who receive actual  
9 notice of this Order by personal service, facsimile, or  
10 otherwise, are hereby permanently restrained and enjoined from  
11 violating or assisting others in violating any provision of the  
12 Telemarketing Sales Rule, including any amendments thereto,  
13 including but not limited to:

14 A. Initiating any outbound telephone call to a person's  
15 telephone number on the National Do Not Call Registry of  
16 persons who do not wish to receive outbound telephone calls to  
17 induce the purchase of goods or services unless the seller  
18 proves:

19 (1) the seller has obtained the express agreement,  
20 in writing, of such person to place calls to that  
21 person. Such written agreement shall clearly  
22 evidence such person's authorization that calls made  
23 by or on behalf of a specific party may be placed to  
24 that person, and shall include the telephone number  
25 to which the calls may be placed and the signature of  
26 that person; or

27 (2) the seller has an established business  
28 relationship with such person and that person has not

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1 previously stated that he or she does not wish to  
2 receive outbound telephone calls made by or on behalf  
3 of the seller; or

4 B. Initiating any outbound telephone call to a person  
5 when that person has previously stated that he or she does not  
6 wish to receive an outbound telephone call made by or on behalf  
7 of the seller whose goods or services are being offered or made  
8 by or on behalf of the charitable organization for which a  
9 charitable contribution is being solicited; or

10 C. Initiating any outbound telephone call to a telephone  
11 number within a given area code without first paying the  
12 required annual fee for access to the telephone numbers within  
13 that area code that are on the National Do Not Call Registry;  
14 and

15 D. Abandoning any outbound telephone call to a person by  
16 failing to connect the call to a representative within two  
17 seconds of the person's completed greeting, unless the  
18 following four conditions are met:

19 1. Defendants employ technology that ensures  
20 abandonment of no more than three percent of all calls answered  
21 by a person, measured per day per calling campaign;

22 2. Defendants and their representatives, for each  
23 telemarketing call placed, allow the telephone to ring for at  
24 least fifteen seconds or four rings before disconnecting an  
25 unanswered call;

26 3. Whenever a representative is not available to  
27 speak with the person answering the call within two seconds  
28 after the person's completed greeting, the seller or



1 telemarketer promptly plays a recorded message that states the  
2 name and telephone number of the seller on whose behalf the  
3 call was placed; and

4 4. Defendants retain records, in accordance with 16  
5 C.F.R. § 310.5 (b)-(d), establishing compliance with the  
6 preceding three conditions;

7 *Provided, however, that if the Commission promulgates*  
8 *rules that modify or supersede the Telemarketing Sales Rule, in*  
9 *whole or part, Defendants shall comply fully and completely*  
10 *with all applicable requirements thereof, on and after the*  
11 *effective date of any such rules.*

12 **III.**

13 **MONETARY JUDGMENT**

14 **IT IS FURTHER ORDERED** that:

15 A. Judgment is hereby entered against Defendants,  
16 jointly and severally, in the amount of one million six hundred  
17 thousand dollars (**\$1.6 million**), *provided, however, that:*

- 18 1. The balance of this judgment shall be suspended  
19 upon prompt payment to the Commission or its  
20 designated agent an estimated **\$236,261.00**, as  
21 set forth in Section III.B; and
- 22 2. As long as the Court makes no finding, as  
23 provided in Section V of this Order, that any  
24 Defendant materially misrepresented or omitted  
25 to state the nature, existence, or value of any  
26 asset.

27 B. Defendants and the third parties identified below are  
28 ordered to turn over to the Commission or its designated agent

1 the following assets:

2 1. Citibank shall, within ten (10) business days of  
3 the date of entry of this Order, transfer to the  
4 FTC or its designated agent all frozen assets  
5 held in the name of Del Sol LLC and/or Fernando  
6 Gonzalez Lopez, including, but not limited to,  
7 all non-cash assets valued in excess of \$100 and  
8 all cash assets in the safe deposit box held in  
9 the name of Del Sol LLC and/or Fernando Gonzalez  
10 Lopez;

11 2. Washington Mutual shall, within ten (10)  
12 business days of the date of entry of this  
13 Order, transfer to the FTC or its designated  
14 agent all frozen assets held in the name of Del  
15 Sol LLC and/or Fernando Gonzalez Lopez,  
16 including, but not limited to, all non-cash  
17 assets valued in excess of \$100 and all cash  
18 assets in the safe deposit box held in the name  
19 of Del Sol LLC and/or Fernando Gonzalez Lopez,  
20 excluding U.S. savings bonds in the amount of  
21 \$18,800 issued by Pioneer Balloon Company to  
22 Socorro Gonzalez;

23 3. F & A Federal Credit Union, shall, within ten  
24 (10) business days of the date of entry of this  
25 Order, transfer to the FTC or its designated  
26 agent all frozen assets held in the name of Del  
27 Sol LLC and/or Fernando Gonzalez Lopez; and

28 4. Wells Fargo Bank, NA shall, within ten (10)

1 business days of the date of entry of this  
2 Order, transfer to the FTC or its designated  
3 agent all frozen assets held in the name of Del  
4 Sol LLC and/or Fernando Gonzalez Lopez.

5 Provided that to the extent any identified third party cannot  
6 comply with this subsection without the assistance of  
7 Defendants, such party must, within three (3) business days of  
8 receiving this Order, notify Defendants and counsel for the FTC  
9 of its inability to comply. Such notification shall specify  
10 the actions by Defendant(s) that are necessary to comply within  
11 ten (10) business days of this Order; and Defendants shall  
12 immediately complete any action necessary to facilitate the  
13 identified third parties' ability to timely comply with  
14 subsections 1 through 4 above. Failure to take such action  
15 within 10 days shall result in the entire **\$1.6 million** judgment  
16 becoming immediately due and payable and interest at the rate  
17 prescribed in 28 U.S.C. § 1961 shall immediately begin to  
18 accrue.

19 C. All funds paid pursuant to this Paragraph shall be  
20 deposited into a fund administered by the Commission or its  
21 agent to be used for equitable relief, including but not  
22 limited to consumer redress and any attendant expenses for the  
23 administration of any redress fund. In the event that direct  
24 redress to consumers is wholly or partially impracticable or  
25 funds remain after redress is completed, the Commission may  
26 apply any remaining funds for such other equitable relief  
27 (including consumer information remedies) as it determines to  
28 be reasonably related to the Defendants' practices alleged in

1 the Complaint. Any funds not used for such equitable relief  
2 shall be deposited to the U.S. Treasury as equitable  
3 disgorgement. The Commission shall have full and sole  
4 discretion to administer the redress program, if any.

5 D. Although Defendants do not admit to any of the facts  
6 alleged in the Complaint other than jurisdictional facts,  
7 Defendants agree that the facts as alleged in the Complaint  
8 shall be taken as true in the event of any subsequent  
9 litigation to collect amounts due pursuant to this Order,  
10 including but not limited to a nondischargeability complaint in  
11 any bankruptcy proceeding.

12 E. The judgment entered pursuant to this Section III is  
13 equitable monetary relief, solely remedial in nature, and not a  
14 fine, penalty, punitive assessment or forfeiture.

15 F. Defendants acknowledge and agree that any money or  
16 other assets paid pursuant to this Order is irrevocably paid to  
17 the FTC for purposes of settlement between the FTC and  
18 Defendants, and Defendants relinquish all rights, title, and  
19 interests to such money or other assets.

20 G. Defendants are hereby required, in accordance with 31  
21 U.S.C. § 7701, to furnish to the FTC any and all tax  
22 identification numbers for them, or for any business they  
23 control or own, either individually or jointly, to the extent  
24 that they have not already done so. That information shall be  
25 used for purposes of collecting and reporting any delinquent  
26 amount arising out of this Order.

27  
28

1 IV.

2 ASSET FREEZE

3 IT IS FURTHER ORDERED that, upon entry of this Order and  
4 payment of the amount as set forth in Section III.A-B, the  
5 freeze on Defendants' assets shall be dissolved.

6 V.

7 RIGHT TO REOPEN

8 IT IS FURTHER ORDERED that the Commission's agreement to,  
9 and the Court's approval of, this Order is expressly premised  
10 upon the truthfulness, accuracy, and completeness of  
11 Defendants's financial statements submitted May 6, 2005  
12 pursuant to Section IV of the TRO, including attachments, and  
13 as supplemented and amended by documents dated May 10, 2005;  
14 May 12, 2005, and September 28-29, 2005; such financial  
15 statements and supporting documents contain material  
16 information upon which the Commission relied in negotiating and  
17 agreeing to the terms of this Order. If, upon motion by the  
18 Commission to the Court, the Court finds that any Defendant, in  
19 the above-referenced financial statements and related  
20 information, materially misrepresented the value of any asset,  
21 or made any other material misrepresentation or omission, the  
22 suspension of the monetary judgment will be terminated and the  
23 entire judgment of **\$1.6 million**, representing the approximate  
24 amount of consumer injury, will become immediately due and  
25 payable, less any payments already made. Interest computed at  
26 the rate prescribed in 28 U.S.C. § 1961 shall immediately begin  
27 to accrue on the balance. *Provided, however,* that in all other  
28 respects this Order shall remain in full force and effect

1 unless otherwise ordered by the Court; and, *provided further*,  
2 that proceedings instituted under this provision would be in  
3 addition to, and not in lieu of, any other civil or criminal  
4 remedies as may be provided by law, including any other  
5 proceedings that the FTC may initiate to enforce this Order.  
6 For purposes of this Section V, Defendants waive any right to  
7 contest any of the allegations in the Complaint.

8 **VI.**

9 **—CUSTOMER LISTS —**

10 **IT IS FURTHER ORDERED** that Defendants, and their officers,  
11 agents, servants, employees, and attorneys, and all other  
12 persons or entities in active concert or participation with  
13 them who receive actual notice of this Order by personal  
14 service or otherwise, are permanently restrained and enjoined/  
15 from:

- 16 A. Selling, renting, leasing, transferring, or otherwise  
17 disclosing the name, address, telephone number,  
18 credit card number, bank account number, e-mail  
19 address, or other identifying information of any  
20 customer or potential customer of any of the  
21 Defendants, at any time prior to entry of this Order,  
22 in connection with telemarketing or with the  
23 advertising, promotion, offering for sale or sale of  
24 merchandise through a prize promotion.
- 25 B. Using or benefitting from, for commercial purposes,  
26 the name, address, telephone number, credit card  
27 number, bank account number, e-mail address, or other  
28 identifying information of any customer or potential

1 customer of any of the Defendants, at any time prior  
2 to entry of this Order, in connection with  
3 telemarketing or with the advertising, promotion,  
4 offering for sale or sale of merchandise through a  
5 prize promotion.

6 *Provided, however,* that Defendants may disclose such  
7 identifying information with the express written consent of the  
8 person whose information is disclosed; to a law enforcement  
9 agency; or as required by any law, regulation, or court order.

10 **VII.**

11 **COMPLIANCE MONITORING**

12 **IT IS FURTHER ORDERED** that, for the purpose of monitoring  
13 and investigating compliance with any provision of this Order,

14 A. Within fifteen (15) days of receipt of written notice  
15 from a representative of the Commission, Defendants each shall  
16 submit additional written reports, sworn to under penalty of  
17 perjury; produce documents for inspection and copying; appear  
18 for deposition; and/or provide entry during normal business  
19 hours to any business location in such Defendant's possession  
20 or direct or indirect control to inspect the business  
21 operation, *provided* that Defendants after attempting to resolve  
22 a dispute without court action and for good cause shown, may  
23 file a motion with this Court seeking an order including one or  
24 more of the protections set forth in Fed. R. Civ. P. 26(c);

25 B. In addition, the Commission is authorized to monitor  
26 compliance with this Order by all other lawful means, including  
27 but not limited to the following:

28 1. obtaining discovery from any person, without

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1 further leave of court, using the procedures  
2 prescribed by Fed. R. Civ. P. 30, 31, 33, 34,  
3 36, and 45;

4 2. posing as consumers and suppliers to:  
5 Defendants' employees, or any other entity  
6 managed or controlled in whole or in part by  
7 Defendants Del Sol and/or Gonzalez, without the  
8 necessity of identification or prior notice; and

9 C. Defendants shall permit representatives of the  
10 Commission to interview any employer, consultant, independent  
11 contractor, representative, agent, or employee who has agreed  
12 to such an interview, relating in any way to any conduct  
13 subject to this Order. The person interviewed may have counsel  
14 present.

15 *Provided, however,* that nothing in this Order shall limit  
16 the Commission's lawful use of compulsory process, pursuant to  
17 Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1, to  
18 obtain any documentary material, tangible things, testimony, or  
19 information relevant to unfair or deceptive acts or practices  
20 in or affecting commerce (within the meaning of 15 U.S.C.  
21 § 45(a)(1)).

22 **VIII.**

23 **COMPLIANCE REPORTING BY DEFENDANTS**

24 **IT IS FURTHER ORDERED** that, in order that compliance with  
25 the provisions of this Order may be monitored:

26 A. For a period of three (3) years from the date of  
27 entry of this Order,

28 1. Defendant Gonzalez shall notify the FTC of the



1 following:

2 (a) Any changes in his residence, mailing  
3 addresses, and telephone numbers, within  
4 ten (10) days of the date of such change;

5 (b) Any changes in his employment status  
6 (including self-employment), and any change  
7 in his ownership in any business entity,  
8 within ten (10) days of the date of such  
9 change. Such notice shall include the name  
10 and address of each business that he is  
11 affiliated with, is employed by, creates or  
12 forms, or performs services for; a  
13 statement of the nature of the business;  
14 and a statement of his duties and  
15 responsibilities in connection with the  
16 business or employment; and

17 (c) Any changes in his name or use of any  
18 aliases or fictitious names; and

19 2. Defendants each shall notify the FTC of any  
20 changes in Del Sol's corporate structure or any business entity  
21 that Gonzalez directly or indirectly controls, or has an  
22 ownership interest in, that may affect compliance obligations  
23 arising under this Order, including but not limited to a  
24 dissolution, assignment, sale, merger, or other action that  
25 would result in the emergence of a successor entity; the  
26 creation or dissolution of a subsidiary, parent, or affiliate  
27 that engages in any acts or practices subject to this Order;  
28 the filing of a bankruptcy petition; or a change in the

1 corporate name or address, at least thirty (30) days prior to  
2 such change, provided that, with respect to any proposed change  
3 in the corporation about which Defendants learn less than  
4 thirty (30) days prior to the date such action is to take  
5 place, Defendants shall notify the FTC as soon as is  
6 practicable after obtaining such knowledge.

7 B. One hundred eighty (180) days after the date of entry  
8 of this Order, each Defendant shall provide a written report to  
9 the FTC, sworn to under penalty of perjury, setting forth in  
10 detail the manner and form in which they have complied and are  
11 complying with this Order. This report shall include, but not  
12 be limited to:

13 1. For Gonzalez:

14 (a) His then-current residence address, mailing  
15 addresses, and telephone numbers; and

16 (b) His then-current employment and business  
17 addresses and telephone numbers, a  
18 description of the business activities of  
19 each such employer or business, and his  
20 title and responsibilities, for each such  
21 employer or business.

22 2. For both Defendants Del Sol and Gonzalez:

23 (a) A copy of each acknowledgment of receipt of  
24 this Order obtained pursuant to  
25 Section X; and

26 (b) Any other changes required to be reported  
27 under subsection A of this Section.

28 C. For the purposes of this Order, Defendants shall,

1 unless otherwise directed by the FTC's authorized  
2 representatives, mail all written notifications to the FTC to:

3 Associate Director for Enforcement  
4 Federal Trade Commission  
5 600 Pennsylvania Avenue, NW  
6 Washington D.C. 20580  
7 Re: FTC v. Del Sol LLC et al.  
8 Civ. Action No. 05-3013 GAF (RCx) (C.D. Cal)

9 D. For purposes of the compliance reporting and  
10 monitoring required by this Order, the FTC should communicate  
11 with Defendants' appointed counsel. If Defendants' appointed  
12 counsel does not respond to the FTC's communication within ten  
13 business days of its delivery, the FTC is authorized to  
14 communicate directly with Defendants.

15 **IX.**

16 **RECORD KEEPING PROVISIONS**

17 **IT IS FURTHER ORDERED** that, for a period of six (6) years  
18 from the date of entry of this Order, each Defendant, in  
19 connection with any business where (1) such Defendant is the  
20 majority owner or otherwise controls, directly or indirectly,  
21 the business and (2) the business is engaged in or assists  
22 others engaged in the advertising, promoting, marketing,  
23 telemarketing, offering for sale, sale, or distribution of any  
24 prize, product or service, and their agents, employees,  
25 officers, corporations, successors, and assigns, and those  
26 persons in active concert or participation with them who  
27 receive actual notice of this Order by personal service or  
28 otherwise, are hereby restrained and enjoined from failing to  
create and retain the following records:

A. Accounting records that reflect the cost of prizes

1 offered, and products or services sold, revenues generated, and  
2 the disbursement of such revenues;

3 B. Personnel records accurately reflecting: the name,  
4 address, and telephone number of each person employed in any  
5 capacity by such business, including as an independent  
6 contractor; that person's job title or position; the date upon  
7 which the person commenced work; and the date and reason for  
8 the person's termination, if applicable;

9 C. Customer files containing the names, addresses, phone  
10 numbers, dollar amounts paid, description and quantity of  
11 products or services purchased, and description of any prizes  
12 offered or distributed, to the extent such information is  
13 obtained in the ordinary course of business;

14 D. Complaints and refund requests (whether received  
15 directly, indirectly or through any third party) and any  
16 responses to those complaints or requests;

17 E. Copies of all telemarketing and sales scripts,  
18 training materials, advertisements, or other marketing  
19 materials, and records that accurately reflect the time periods  
20 during which such materials were used and the persons and  
21 business entities that used such materials;

22 F. For each of Defendants' credit or debit card merchant  
23 processing accounts:

24 1. A copy of the contract providing the account;

25 2. Records that accurately reflect the name,  
26 address and telephone number of the acquirer bank, and its  
27 credit card processor(s); and

28 3. Copies of correspondence from VISA, MasterCard,

1 any similar entity, and any acquirer bank or credit card  
 2 processor describing a finding or making an inquiry by such  
 3 entity as to whether any Defendant has incurred excessive  
 4 chargebacks on such account, or whether any Defendant has  
 5 engaged in any other fraud, abuse or questionable activity with  
 6 respect to such account;

7 G. Copies of any contracts providing any Defendant with  
 8 access to a billing and collection system, such as a credit  
 9 card, checking, savings, share or similar account, utility  
 10 bill, telephone bill, mortgage loan account or debit card; and

11 H. All records and documents necessary to demonstrate  
 12 full compliance with each provision of the Order, including but  
 13 not limited to copies of each acknowledgment of receipt of  
 14 Order required to be obtained pursuant to Sections X and XI of  
 15 this Order, and all reports submitted to the FTC pursuant to  
 16 Section VIII of this Order.

17 X.

18 **DISTRIBUTION OF ORDER BY DEFENDANTS**

19 **IT IS FURTHER ORDERED** that, for a period of five (5) years  
 20 from the date of entry of this Order, Defendants shall deliver  
 21 copies of the Order as directed below:

22 A. Defendant Del Sol shall deliver a copy of this Order  
 23 to all of its principals, officers, directors, and managers.  
 24 Del Sol also must deliver copies of this Order to all of its  
 25 employees, agents, and representatives who engage in conduct  
 26 related to the subject matter of the Order.

27 B. Defendant Gonzalez, in connection with any business  
 28 (1) that he controls, directly or indirectly, or in which he

1 has a majority ownership interest, and (2) the business engages  
2 in, or assists others engaged in, the advertising, promoting,  
3 marketing, telemarketing, offering for sale, sale, or  
4 distribution of any prize, product, or service, shall deliver a  
5 copy of this Order to all principals, officers, directors, and  
6 managers of that business. Defendant Gonzalez must also  
7 deliver a copy of this Order to all employees, agents, and  
8 representatives of that business who engage in conduct related  
9 to the subject matter of the Order.

10 C. For any business where Defendant Gonzalez is not a  
11 controlling person but otherwise engages in, or assists others  
12 engaged in, the advertising, promoting, marketing,  
13 telemarketing, offering for sale, sale, or distribution of any  
14 prize, product, or service, Defendant Gonzalez shall deliver a  
15 copy of this Order to all principals and managers of such  
16 business before engaging in such conduct.

17 D. For current personnel, delivery required by this  
18 Section X shall be within five (5) days of service of this  
19 Order upon Defendants. For new personnel, delivery shall occur  
20 prior to them assuming their responsibilities. Defendants must  
21 secure a signed and dated statement acknowledging receipt of  
22 the Order, within thirty (30) days of delivery, from all  
23 persons receiving a copy of the Order pursuant to this Section  
24 X.

25 **XI.**

26 **ACKNOWLEDGMENT OF RECEIPT OF ORDER BY DEFENDANTS**

27 **IT IS FURTHER ORDERED** that, within five (5) business days  
28 of receipt of this Order as entered by the Court, each

SCANNED

1 Defendant must submit to the Commission a truthful sworn  
2 statement acknowledging receipt of this Order.


3 XII.

4 RETENTION OF JURISDICTION

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

8  
9 SO STIPULATED:

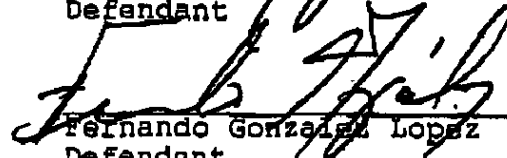
10 Dated: December 4, 2006

  
Victor F. DeFrancis  
Faye Chen Barnow  
Janice Podoll Frankle  
Attorneys for Plaintiff  
Federal Trade Commission

11  
12  
13  
14 Dated: SEP 22, 06, 2006


  
Del Sol LLC  
Defendant

15  
16  
17 Dated: SEP 22, 06, 2006

  
Fernando Gonzalez Lopez  
Defendant

18  
19 APPROVED AS TO FORM:

20  
21 Dated: 9/28, 2006

  
Eduardo Brito, Esq.  
Law Offices of Richard A. Moss  
255 S. Marengo Avenue  
Pasadena, CA 91101-2719  
Attorney for Defendants

22  
23  
24  
25 IT IS SO ORDERED, this 6th day of December, 2006, at 1:30 .m.

26  
27  
28   
United States District Court Judge

CERTIFICATE OF SERVICE

I, Faye Chen Barnouw, certify as follows:

I am over the age of 18 and am an attorney for the Federal Trade Commission. My business address is 10877 Wilshire Boulevard, Suite 700, Los Angeles, California 90024. On December 4, 2006, I caused the attached document entitled "[PROPOSED] STIPULATED FINAL JUDGMENT AND ORDER FOR PERMANENT INJUNCTION AND MONETARY RELIEF" to be served by U.S. Mail and electronic mail to:

Eduardo A. Brito  
Law Offices of Richard A. Moss  
255 S. Marengo Avenue  
Pasadena, CA 91101  
e-mail: ebrito@rmossllaw.com

I declare under penalty of perjury that the foregoing is true and correct.

Dated: December 4, 2006

  
\_\_\_\_\_  
Faye Chen Barnouw