

*McMahon, J*

**RECEIVED**  
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CHAMBERS OF  
COLLEEN McMAHON  
U.S.D.J.

U.S. DISTRICT COURT  
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**IN THE UNITED STATES DISTRICT COURT FOR  
THE SOUTHERN DISTRICT OF NEW YORK  
WHITE PLAINS DIVISION**

----- X  
FEDERAL TRADE COMMISSION,  
  
Plaintiff,  
  
v.  
  
FIVE STAR AUTO CLUB, INC., et al.  
  
Defendants.  
----- X

CIV-99-1693 Judge McMahon *partial*  
**(PROPOSED) STIPULATED FINAL  
JUDGMENT AND ORDER FOR A  
PERMANENT INJUNCTION AS TO  
DEFENDANTS THOMAS BEWLEY  
AND JUDY BEWLEY**

Plaintiff Federal Trade Commission ("Commission") filed its initial Complaint and Application for a Temporary Restraining Order and Other Equitable Relief on March 8, 1999. The Court granted Plaintiff's Application that same day. On April 5, 1999, Defendants Five Star Auto Club, Inc., Michael Sullivan, and Angela Sullivan stipulated to entry of a preliminary injunction. On April 8, 1999, the Federal Trade Commission filed a First Amended Complaint naming Thomas Lee Bewley, Judy E. Bewley and Advance Funding, Inc. as additional Defendants.

The First Amended Complaint charged Defendants Five Star Auto Club, Inc., Michael R. Sullivan, Angela C. Sullivan, Thomas Lee Bewley, Judy E. Bewley, and Advance Funding, Inc. with violations of Section 5 of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. §45. Plaintiff Federal Trade Commission and Defendants Thomas Lee Bewley and Judy

*M/C ADP*

E. Bewley, advised by counsel, have agreed to entry of this Stipulated Final Judgment and Order for Permanent Injunction ("Order") by the Court to resolve all matters in dispute in this action without defendants Thomas Lee Bewley or Judy E. Bewley admitting liability for any matters alleged in the First Amended Complaint and without trial.

### FINDINGS

1. This Court has jurisdiction over the subject matter of this case and over Defendants Thomas Lee Bewley and Judy E. Bewley.
2. The Complaint states claims upon which relief may be granted against Defendants Thomas Lee Bewley and Judy E. Bewley under Sections 5 and 13(b) of the FTC Act, as amended, 15 U.S.C. §§ 45 and 53(b).
3. Entry of this Order is in the public interest.
4. Defendants Thomas Lee Bewley and Judy E. Bewley enter into this Order freely and without coercion, and acknowledge that they understand the provisions of this Order and are prepared to abide by them.
5. This Order does not represent a determination by the Court or an admission by Thomas Lee Bewley or Judy E. Bewley that either of them has engaged or are likely to engage in acts and practices that violate any law or regulation including but not limited to the FTC Act.
6. Venue in this district is proper under 28 U.S.C. § 1391 (b) and (c) and 15 U.S.C. § 53(b).

7. The acts and practices of Defendants Thomas Lee Bewley and Judy E. Bewley were or are in or affecting commerce, as "commerce" is defined in Section 4 of the FTC Act, 15 U.S.C. § 44.

8. In accordance with Rule 65(d) of the Federal Rules of Civil Procedure, this Order shall be binding upon Defendants, their officers, agents, servants, employees, and upon those persons in active concert or participation with them who receive actual notice of this Order by personal service or otherwise; provided, however, that this Order shall not be construed as binding upon Defendants' attorneys in this action.

#### **DEFINITIONS**

For the purposes of this Order, the following definitions apply:

A. "Thomas Bewley" means Thomas Lee Bewley individually, and d/b/a Five Star Auto Club Marketing Offices, Five Star Automotive Research and Information Consultants, and Five Star Research and Information Consultants.

B. "Judy Bewley" means Judy L. Bewley individually, and d/b/a Five Star Auto Club Marketing Offices, Five Star Automotive Research and Information Consultants, and Five Star Research and Information Consultants.

C. "Defendants" collectively means Thomas Bewley and Judy Bewley.

D. "Multi-level marketing program" means any marketing program in which Participants pay money to the program promoter in return for which the participants obtain the right to: (1) recruit additional participants, or have additional participants placed by the promoter

or any other person into the program participant's downline, tree, cooperative, income center, or other similar program grouping; (2) sell goods or services; and (3) receive payment or other compensation, in whole or in part, based upon the sales of those in the participant's downline, tree, cooperative, income center or similar program grouping.

E. "Prohibited marketing scheme" means a pyramid sales scheme, Ponzi scheme, chain marketing scheme, or other marketing plan or program in which a person participates under a condition that he or she make a payment, directly or indirectly, to receive the right, license or opportunity to derive income as a participant primarily from: (1) the recruitment of additional recruits by the participant, program promoter or others; or (2) non-retail sales made to or by such recruits.

F. "Retail Sales" means sales of products, services, or business ventures by Defendants, their successors, assigns, agents, servants, employees, and those persons in active concert or participation with them to third-party end users. "Retail sales" does not include sales made by participants in a multi-level marketing program to other participants or recruits or to such a participant's own account.

G. "Business Venture" means any written or oral business arrangement, however denominated, whether or not covered by 16 C.F.R. Part 436, that consists of the payment of any consideration for: 1) the right or means to offer, sell, or distribute goods or services (whether or not identified by a trademark, service mark, trade name, advertising or other commercial symbol); and 2) assistance to any person in connection with or incident to the

establishment, maintenance, or operation of a new business, or the entry by an existing business into a new line or type of business.

H. "Five Star" means Five Star Auto Club, Inc. and its subsidiaries or affiliates, including but not limited to Five Star Automotive Research & Information Consultants, Five Star Auto Club Marketing, Five Star Consulting, Inc. and Advance Funding, Inc.

I. "Receiver" means Peter B. Zlotnick, the receiver appointed by the court in this matter over Five Star.

## **ORDER**

### **I.**

**IT IS THEREFORE ORDERED** that Defendants are permanently restrained and enjoined from engaging, participating or assisting in any manner or capacity whatsoever, directly, or in concert with others, or through any business entity or other device, in any prohibited marketing scheme.

### **II.**

**IT IS FURTHER ORDERED** that Defendants, in connection with the advertising, promoting, offering for sale, sale, or distribution of any multi-level marketing program are hereby permanently restrained and enjoined from making or assisting in the making of, expressly or by implication, directly or indirectly, orally or in writing, any false or misleading statement or misrepresentation of material fact, including but not limited to the following:

- A. Misrepresenting the potential earnings or income derived from such activity;
- B. Misrepresenting the benefits any person participating in such an activity actually can receive from such activity;
- C. Misrepresenting the amount of sales a person actually made or can potentially make through such activity; and
- D. Misrepresenting that either Defendant has received any type of approval or endorsement from the Commission for any such activity.

### III.

**IT IS FURTHER ORDERED** that Defendants, in connection with the advertising, promoting, offering for sale, sale, or distribution of any multi-level marketing program are hereby restrained and enjoined from failing to disclose, clearly and conspicuously, to any participant or prospective participant in any multilevel marketing program to whom either Defendant, or their officers, agents, servants, employees and distributors, and those persons in active concert or participation with them, has made representations concerning earnings, profits or sales volume relating to the multi-level marketing program (1) the number of persons who have earned, profited or sold at least the amount represented, and (2) the percentage of the total participants or purchasers who have earned, profited or sold at least the amount represented.

IV.

**IT IS FURTHER ORDERED** that Defendants, in connection with the advertising, promoting, offering for sale, sale, or distribution of any multi-level marketing program are hereby restrained and enjoined from providing to others the means and instrumentalities with which to make, expressly or by implication, orally or in writing, any false or misleading representation or omission of material fact.

V.

**IT IS FURTHER ORDERED** that Defendants, in connection with the advertising, promoting, offering for sale, sale, or distribution of any product, service, or business venture which is connected with any multi-level marketing program are permanently enjoined and restrained from:

A. Failing to take reasonable steps sufficient to monitor and ensure that all Defendants' agents, representatives, employees, or independent contractors comply with Paragraphs I, II, III, and IV of this Order. Reasonable steps shall include, at a minimum, establishing and maintaining a compliance program which includes random, blind testing of the oral representations made by any representative or independent contractor; spot checking of consumers to ensure that no misrepresentations were made; and ascertaining the number and nature of any consumer complaints. Defendants Thomas Bewley and Judy Bewley shall, for a period of three, (3) years, submit to the Commission, on an annual basis, no later than fifteen (15) days after the anniversary of the date of entry of this Order, a summary report indicating the

efforts of Defendant Thomas Bewley and Judy Bewley to comply with the requirements of this Paragraph. These annual reports shall be submitted to the Commission's Associate Director for Marketing Practices at the address listed in Paragraph XV.

B. Failing to investigate and resolve promptly any consumer complaint received by Defendants Thomas Bewley and Judy Bewley, their officers, agents, servants, employees and distributors, and those persons in active concert or participation with them who receive actual notice of this Order, regarding any multi-level marketing program, or any aspect thereof, and to notify the consumer of the resolution of the complaint and the reason therefore.

## VI.

**IT IS FURTHER ORDERED** that Defendants Thomas Bewley and Judy Bewley waive all claims to, and assign to the Receiver all their rights, title and interest in the following assets: 1) account #7700033338 at Union Planters Bank containing \$27,284.89; 2) account #7700034148 at Union Planters Bank containing \$22,493.50; 3) all office equipment, supplies and other tangible assets previously located at 737 East Avalon Avenue, Muscle Shoals, Alabama, over which the Receiver has taken control (for purposes of this settlement the value of such assets is estimated at \$20,000), with the exception of those assets listed in Schedule A attached to this agreement which shall be returned to Defendants Thomas and Judy Bewley; and 4) all other Five Star assets. Said assets as well as the debts listed on Schedule B are and shall remain part of the receivership estate for the pendency of this litigation. At the conclusion of this litigation, said assets will be used to pay the expenses of the Receiver with the balance to be used



for consumer redress. If the Commission, in its sole discretion, determines that redress is wholly or partially impractical, any funds not so used shall be deposited in the United States Treasury. Defendants' waiver of all claims to these assets shall operate to satisfy any and all claims of Plaintiff that are asserted in or could have been raised in the First Amended Complaint.

**VII.**

**IT IS FURTHER ORDERED** that the Court's approval of this Order is expressly premised upon the truthfulness, accuracy, and completeness of the Declaration in Support of Request to Proceed *In Forma Pauperis* ("Declaration") filed by Defendants in this case,

If, upon motion by the Commission, this Court finds that in their Declaration Thomas Bewley or Judy Bewley made a material misrepresentation or omission concerning their financial condition, then the Court shall enter a modified judgment requiring Defendants jointly and severally to pay to the Commission the amount of \$263,175 for consumer redress.

**VIII.**

**IT IS FURTHER ORDERED** that Defendants, for a period of three (3) years from the date of entry of this Order, when acting in an individual capacity, or through any entity in which either Defendant has an ownership interest or is a director, officer (or comparable position with a non-corporate entity), or is a person who formulates policies or procedures, in connection with the advertising, promoting, offering for sale, sale, or distribution of any multi-level marketing program, are hereby restrained and enjoined from failing to create, maintain and

make available to representatives of the Commission within thirty (30) days of the date of receipt of a written request, the following records:

A. Books, records and accounts which, in reasonable detail, accurately and fairly reflect the income, disbursements, transactions and use of monies;

B. Records accurately reflecting the name, address, and phone number of each employee, or independent contractor of either Defendant, that person's job title or position, the date upon which the person commenced work, and the date and reason for his or her termination, if applicable. Defendants shall retain such records for any terminated person for a period of two years following the date of termination;

C. Records containing the names, addresses, and phone numbers of all consumers to whom either Defendant has sold, invoiced, or shipped any products or services, whether on his/her behalf or that of any third party;

D. Records that, for every consumer complaint or refund request, whether received directly or indirectly or through any third party, reflect:

- (1) the consumer's name, address, telephone number and the dollar amount paid by the consumer;
- (2) the written complaint, if any, and the date of the complaint or refund request;
- (3) the basis of the complaint and the nature and the, result of any investigation conducted as to the validity of any complaint;

(4) each response by either Defendants, their agents, servants, employees and distributors, and those persons in active concert or participation and the date of the response;

(5) any final resolution and the date of the resolution; and

(6) in the event of a denial by either Defendants, their agents, servants, employees and distributors, and those persons in active concert or participation of a refund request, the reason for such denial, or if cured, the basis for determining that such complaint has been cured; and

E. Records relating to all ventures undertaken by either Defendant, their agents, servants, employees and distributors, and those persons in active concert or participation that involve any type of marketing program including, but not limited to, group or individual meetings, telemarketing, web sites, commercial electronic mail, infomercial or other television or radio advertising, or direct mail, including but not limited to copies of all contracts or agreements between either Defendant, their agents, servants, employees and distributors, and those persons in active concert or participation and any sales company, mailhouse, printer, Internet service provider, information provider, telephone company, television or radio station, or other person through whom either Defendant, their agents, servants, employees and distributors, and those persons in active concert or participation advertises or promotes products or services, as well as copies of all advertisements, web pages, commercial electronic mail, or promotional materials utilized in such ventures; and

F. Copies of all sales scripts, training materials, advertisements or other marketing materials utilized, provided that copies of all sales scripts, training materials, advertisements or other materials shall be retained by Defendants for three (3) years after the last date of dissemination or use.

**IX.**

**IT IS FURTHER ORDERED** that, for a period of three (3) years from the date of entry of this Order, for purposes of determining or securing compliance with this Order, Defendants and any entity engaged in the advertising, promoting, offering for sale, sale, or distribution of any multi-level marketing program, that they now or come to own, operate or control, shall permit representatives of the Commission upon reasonable written notice

A. Access during normal office hours to any office or business facility in which documents relating to compliance with the terms of this Order are stored or held, to inspect and copy such documents; and

B. To interview current officers, directors, independent contractors, and employees of any entity directly or indirectly under either Defendant's control or under common control with him/her, relating to compliance with the terms of this Order without restraint or interference from either Defendant at a location reasonably convenient to the Defendant and the person to be interviewed. The person interviewed may have counsel present.

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Provided, however, that nothing in this Paragraph shall operate to preclude plaintiff from otherwise monitoring each Defendant's compliance with this Order by other lawful means available to it.

**X.**

**IT IS FURTHER ORDERED** that Defendants, for a period of three (3) years from entry of this Order, shall give written notice to the Commission of their affiliation or employment with any business entity within twenty-one (21) days of the commencement of such affiliation or employment at the address listed in Paragraph XV. Such Notice shall include the new business name and address, a statement of the nature of the business, and a summary of his/her position and responsibilities with the business.

**XI.**

**IT IS FURTHER ORDERED** that Defendants, for a period of three (3) years from the date of entry of this Order, shall, in order to enable the Commission to monitor compliance with the provisions of this Order, give written notice within twenty-one (21) days to the Commission, at the address listed in Paragraph XV, indicating any change in his/her residential address.

**XII.**

**IT IS FURTHER ORDERED** that Defendants, for a period of three (3) years from the date of entry of this Order, for the purposes of determining or securing compliance with this Order, when acting in an individual capacity, or in connection with any entity in which either

Thomas Bewley or Judy Bewley has an ownership interest or is a director, officer (or comparable position with a non-corporate entity), or is a person who formulates policies or procedures, in connection with the advertising, promoting, offering for sale, sale, or distribution of any multi-level marketing program, shall, within sixty (60) days of a written request from the Commission:

A. File with the Commission a statement containing the names of the media in or on which he/she, his/her agents, representatives, servants, employees, salespersons, independent contractors or those of any corporations, trusts, or persons or other entities managed or controlled in whole or in part by Thomas Bewley or Judy Bewley, have placed advertisements, the months during which those advertisements were published or broadcast, the caller paid and/or toll-free telephone numbers utilized in furtherance of the sale of products and services, the URL of all web sites utilized in furtherance of the sale of products and services, and the local carriers and/or telephone service common carriers utilized in furtherance of any telemarketing or teleconferencing activities; and

B. Produce any requested marketing materials used in the advertising, promoting, Offering for sale, sale, or distribution of any product or service sold or offered for sale by Thomas Bewley or Judy Bewley, each of their successors or assigns, agents, representatives, or affiliates.

**XIII.**

**IT IS FURTHER ORDERED** that:

A. Within three days after entry of this order Defendants shall distribute a copy of this Order to all Defendants' agents, servants, representatives and independent contractors, and those persons in active concert or participation with them in connection with the advertising, promoting, offering for sale, sale, or distribution of any multi-level marketing program, and Defendants shall make their best efforts to obtain a signed and dated acknowledgment of receipt of the same;

B. For a period of three (3) years from the date of entry of this Order, Defendants shall distribute a copy of this Order to all new officers, directors, agents, employees, or independent contractors of any corporation or non-corporate entity, which is engaged in the advertising, promoting, offering for sale, sale, or distribution of any multi-level marketing program, and in which either Defendant acts in an individual capacity, or in connection with any entity in which either Defendant has an ownership interest or is a director, officer (or comparable position with a non-corporate entity) or is a person who formulates policies or procedures, and obtain a signed and dated acknowledgment of receipt of the same; and

C. For a period of three (3) years from the date of this Order, Defendants shall retain, and upon reasonable notice make available to representatives of the Commission, the original signed and dated acknowledgments of receipts required by subparagraphs A and B.

**XIV.**

**IT IS FURTHER ORDERED** that the expiration of any requirement imposed by this Order shall not affect any other obligation arising under this Order. Each party shall bear its own costs and attorney's fees.

**XV.**

**IT IS FURTHER ORDERED** that Defendants shall submit any information, notifications, or reports required by this Order to: Associate Director for Marketing Practices, Federal Trade Commission, 600 Pennsylvania Avenue, NW, Washington, DC 20580, or at such future address as the Commission may designate in, writing to Defendants.

**XVI.**

**IT IS FURTHER ORDERED**, that Defendants shall cooperate fully with the Receiver in: (A) pursuing any and all claims by the receivership against third parties; (B) assisting the Receiver in defending any and all actions or claims brought against the receivership by third parties; and (C) executing any documents necessary to transfer assets or ownership interests to the Receiver pursuant to the terms of this Order.

**XVII.**

**IT IS FURTHER ORDERED**, that, immediately upon service of this Order upon them, Defendants and any other person or entity served with a copy of this Order, if they have not done so already, shall forthwith or within such additional time as permitted by the Receiver in writing, deliver over to the Receiver: (A) possession and custody of all funds, assets,



property owned beneficially or otherwise, and all other assets, wherever situated, of Five Star; (B) all stock, ownership, legal, beneficial, or other interests that they hold in Five Star; (C) possession and custody of all books and records of accounts, all financial and accounting records, balance sheets, income statements, bank records (including monthly statements, canceled checks, records of wire transfers, and check registers), client lists, title documents and other papers of Five Star; (D) possession and custody of all funds and other assets belonging to members of the public now held by Five Star; (E) all keys, computer passwords, entry codes, combinations to locks required to open or gain access to any of the property or effects of Five Star; (F) all monies in any financial institution deposited to the credit of Five Star, wherever situated; and (G) information identifying the accounts, employees, properties, or other assets or obligations of Five Star.

**XVIII.**

**IT IS FURTHER ORDERED**, that no portion of the payment as herein provided shall be deemed a payment of any fine, penalty, forfeiture, or punitive assessment.

**XIX.**

The parties hereby stipulate and agree, without further notice to any of them, to entry of the foregoing order, which shall constitute a final judgment in this action. Each Defendant hereby waives any claim he may have under the Equal Access to Justice Act, 28 U.S.C. § 2412, amended by PL 104-121, 110 Stat. 847, 863-64 (1996), concerning the prosecution of this action to the date of this Order. Each Defendant further agrees to release the Receiver

appointed by previous Orders of the Court, the Receiver's staff, their attorneys, accountants, and consultants from any and all claims they may have against him or against his agents to the date of this Order, and to indemnify the Receiver against any claims that may be brought against either or both of them by any person or entity relating to the duties performed as Receiver.

**XX.**

**IT IS FURTHER ORDERED** that Defendants shall execute, have notarized and return to the Commission at the address listed in Paragraph XV a signed, dated acknowledgment of receipt of a date-stamped copy of this Order within five (5) days of his receipt of the date-stamped copy of this Order.

**XXI.**

**IT IS FURTHER ORDERED** that should Defendants fail to comply with any deadline for reporting information to the Commission pursuant to this order, the Commission shall provide written notice by registered or certified mail of that failure to the Defendants and shall not file any motion for contempt unless Defendants fail to comply within 15 days of mailing such notice to the last address provided to the Commission by Defendants.

**XXII.**

**IT IS FURTHER ORDERED** that Thomas Bewley hereby agrees to cooperate fully, truthfully, and completely with the plaintiff, Federal Trade Commission, in the continuing litigation of this matter. This cooperation includes, but is not limited to, meeting Commission

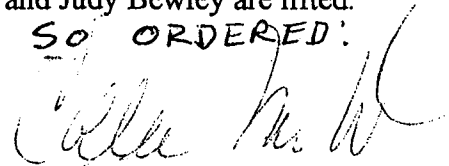
agents and attorneys, assisting in the, preparation for testimony and testifying fully, truthfully, and completely at any trial in this matter if called upon to do so.

**XXIII.**

**IT IS FURTHER ORDERED**, that this Court shall retain jurisdiction of this matter for all purposes.

There being no just cause for delay, this Stipulated Final Judgment and Order for a Permanent Injunction as to Defendants Thomas Bewley and Judy Bewley is hereby entered this 3rd day of January, 1999, and all previous temporary restraining orders and the preliminary injunction regarding Defendants Thomas Bewley and Judy Bewley are lifted.

SO ORDERED:



Colleen McMahon  
United States District Judge

1 - 3 - 2000

THOMAS BEWLEY AND JUDY BEWLEY

By: Thomas Lee Bewley  
Thomas Lee Bewley  
1460 Blue Road  
Tuscumbia, AL 35674

11-9-99  
Date

By: Judy E. Bewley  
Judy E. Bewley  
Thomas Lee Bewley  
1460 Blue Road  
Tuscumbia, AL 35674

11-9-99  
Date

By: Lea Haber Kuck  
Lea Haber Kuck  
Counsel for Defendants  
Thomas Bewley and  
Judy Bewley  
919 Third Avenue  
New York, NY 10022

11-24-99  
Date

FEDERAL TRADE COMMISSION

By: James A. Kohm  
James A. Kohm  
Elizabeth A. Hone  
Counsel for Plaintiff  
600 Pennsylvania Ave., N.W.  
Washington, D.C. 20580

12/24/99  
Date

THE RECEIVER

By: Peter B. Zlotnick  
Peter B. Zlotnick  
Receiver  
505 Park Avenue  
New York, NY 10022

11/24/99  
Date

**Schedule A**

**I**

**List of Personal Assets in Muscle Shoals Office<sup>1</sup>**

**2<sup>nd</sup> Floor (Personal)**

**Judy's Office**

- |                          |                       |
|--------------------------|-----------------------|
| 1. Lamp                  | 5. Shamrock computer  |
| 2. 3 hole punch          | 6. Black file cabinet |
| 3. Highback brown chair  | 7. Coffee table       |
| 4. Large brown wood desk |                       |

**Thomas' Office**

1. TV & VCR
2. Fax machine
3. Panasonic 900 MH2
4. Garbage can
5. Small refrigerator
6. Couch & loveseat
7. 2 Coffee tables

**Tracey's Office**

1. Canon Copy machine + map
2. Shamrock computer
3. Hewlett Packard 670(c)
4. Desk
5. Credenza

**Lavonne's Office**

1. Okipage 20DX
2. Brother fax MFC 1770
3. Folding tables
4. Desk w/black legs
5. Black plastic trays

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<sup>1</sup> This list reflects those personal items that remain in the Muscle Shoals office. The personal items that were released by the Receiver to the Bewleys on August 16, 1999 do not appear on this list.

**Connie's Office**

1. Computer - CMO + Trademark
2. Scanner
3. Brother fax Intellifax 1270

**Storage Room**

1. Panasonic cordless phones
2. Ibico L-1211; EL-LI

**1<sup>st</sup> Floor (Personal)**

**Outside**

1. TV Stand

**Pam Walker**

- |                  |                    |
|------------------|--------------------|
| 1. Folding table | 5. Storage Cabinet |
| 2. Tape recorder | 6. Eureka Bravo II |
| 3. Radio         | 7. Chairs (red)    |
| 4. Plant holder  | 8. Dust pan        |
|                  | 9. Mop             |

**Mailroom**

1. Poster
2. Folding tables

**Customer Service**

1. Fax machine
2. Magnavox radio
3. Brother SX4000 typewriter
4. Scissors
5. Office supplies

**Break Room**

1. Fan
2. Folding table
3. Dolly

**Kitchen**

1. Refrigerators x 2
2. Folding table
3. Toaster
4. Microwave
5. Chairs
6. Computer
7. TV
8. Box containing dishes.

Warehouse

1. Folding tables
2. Black boxes
3. Desks x 2

**II.**

**List of Other Personal Assets**

1. A total of three thousand, two hundred and ninety-five dollars (\$3295) in cash, consisting of three thousand dollars (\$3000) belonging to Haleigh Bewley, and two hundred and ninety five dollars in quarters belonging to Thomas Bewley.
2. All computer software located in Muscle Shoals office (other than the software contained in three binders entitled "Gateway" and/or software relating to Five Star Auto Club and/or software relating to Five Star Automotive Research and Information Consultants), including but not limited to Microsoft Office and Book, miscellaneous graphic software, ADOBE and Corel Draw, and Microsoft Publisher, located: (i) in storage shelves in hallway between Thomas and Judy Bewley's offices; and (ii) in Connie's office.
3. Silver coins purchased by Thomas Bewley as gift for Judy Bewley.
4. Miscellaneous coin collection contained in plastic bags.
5. Two metal lock boxes.
6. One 8 x 10 leather-bound "Day planner" brand diary.
7. Two 5 x 7 leather-bound "Day planner" brand diaries.
8. Khaki/green canvas camera bag given to Thomas Bewley by his sister as Christmas gift.
9. One "Polaroid" brand instant camera belonging to Ryanne Bewley.

**Schedule B**

**List of Categories of Business Debts Owed by Five Star Automotive Research  
and Consultants ("FSARIC")**

1. Debts relating to utilities and waste management at Muscle Shoals office, including but not limited to electricity, telephone and wireless services including Alabama Interconnect, AT&T and Bell South, waste disposal, water, gas and heat.
2. Rent and clean-up costs owed with respect to the Muscle Shoals office.
3. Debts relating to purchase of computers by FSARIC, including but not limited to amounts owed to MassTech, Inc.
4. Debts relating to moving and relocation expenses for transfer of furniture and equipment from Nevada to Alabama, including but not limited to debts owed to NorthAmericanVan Lines, Inc.
5. Debts owed to printing companies, including but not limited to McQuiddy Printing, Business Cards of America, Inc., and Business Cards Across, Inc.
6. Debts owed to graphic art companies, including but not limited to the Morse Group, Inc.
7. Debts owed to the United States Postal Service and private mail delivery companies, including but not limited to United Parcel Service ("UPS"), Federal Express and other overnight courier services.
8. Wages owed to FSARIC employees
9. Federal and state income taxes, including sales tax, owed by FSARIC to the United States government.
10. Debts owed by FSARIC for office supplies.