

DISTRICT OF NEVADA
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U.S. DISTRICT COURT

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U.S. DISTRICT COURT
DISTRICT OF NEVADA
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10 UNITED STATES DISTRICT COURT
11 DISTRICT OF NEVADA

12 FEDERAL TRADE COMMISSION,

13 Plaintiff

14 v.

15 INTEGRATED CAPITAL INC., d/b/a
16 NATIONAL STUDENT FINANCIAL AID, and
SHEILA CUCCIA,

17 Defendants.

CIVIL ACTION

CV-N-03-0412-DWH-RAM

18 **STIPULATED FINAL CONSENT ORDER**

19 The Federal Trade Commission ("Commission") commenced this action by filing a
20 Complaint for Injunction and Other Equitable Relief ("Complaint"), against Defendants,
21 Integrated Capital Inc. d/b/a National Student Financial Aid ("NSFA") and Sheila Cuccia. The
22 Commission and the Defendants hereby stipulate to this Final Consent Order.

23 **FINDINGS**

24 By stipulation of the parties, the Court finds as follows:

25 1. The Commission brings this action pursuant to Section 13(b) of the Federal Trade
26 Commission Act ("FTC Act"), 15 U.S.C. § 53(b). The Commission seeks permanent injunctive
27

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1 relief for alleged deceptive acts or practices in connection with the sale and offering for sale of
2 academic goods and services in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

3 2. The Commission has the authority under Section 13(b) of the FTC Act to seek the
4 relief it has requested.

5 3. This Court has jurisdiction over the subject matter of this action and has
6 jurisdiction over the Defendants. Venue in the District of Nevada is proper, and the Complaint
7 states a claim upon which relief may be granted against the Defendants.

8 4. The activities of the Defendants, as alleged in the Complaint, are in or affecting
9 commerce, as defined in Section 4 of the FTC Act, 15 U.S.C. § 44.

10 5. The Commission and the Defendants stipulate and agree to this Order, without
11 trial or final adjudication of any issue of fact or law, to settle and resolve all matters in dispute
12 arising from the Complaint to the date of entry of this Order. The Defendants dispute the
13 allegations set forth in the Complaint except that Defendants admit the jurisdictional facts. The
14 Commission and the Defendants stipulate and agree that this Order constitutes a settlement
15 agreement pursuant to Federal Rule of Evidence 408.

16 6. The Defendants waive all rights to seek judicial review or otherwise challenge or
17 contest the validity of this Order. They also waive any claim that they may have held under the
18 Equal Access to Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this action to the
19 date of this Order. Each settling party shall bear its own costs and attorneys' fees.

20 7. Entry of this Order is in the public interest.

21 8. Pursuant to Federal Rule of Civil Procedure 65(d) the provisions of this Order are
22 binding upon the Defendants and their officers, agents, servants, employees and attorneys, and
23 upon those persons or entities in active concert or participation with them who receive actual
24 notice of this Order by personal service or otherwise.

25 **DEFINITIONS**

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

1 1. “Defendants” means Integrated Capital Inc., d/b/a National Student Financial Aid
2 (“NSFA”) and its subsidiaries, affiliates, successors and assigns, and Sheila Cuccia.

3 2. “Academic good or service” means any item, product, good or service represented
4 to assist consumers in admissions, planning, or obtaining financial aid or other financial
5 assistance for college, university, community college, trade or vocational school, high school,
6 middle school, or other secondary school, elementary school or other primary school, or any
7 other educational institution, or for any other educational purpose.

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

14 4. “Clearly and conspicuously,” unless otherwise specifically defined in this Order,
15 means:

16 (a) In communications disseminated through an electronic medium (such as television, video,
17 radio, and interactive media such as the Internet and online services), the message shall be
18 presented simultaneously in both the audio and video portions of the communication. The audio
19 message shall be delivered in a volume and cadence sufficient for an ordinary consumer to hear
20 and comprehend it. The video message shall be of a size and shade, and shall appear on the
21 screen for a duration, sufficient for an ordinary consumer to read and comprehend it. In addition
22 to the foregoing, in interactive media the message shall also be unavoidable and shall be
23 presented prior to the consumer incurring any financial obligation. *Provided that*, in any
24 communication presented solely through video or audio means, the message may be conveyed
25 through the same means in which the communication is presented.

26 (b) In a print communication, the message shall be in a type size, location, and in print that
27 contrasts with the background against which it appears, sufficient for an ordinary consumer to
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1 notice, read and comprehend it. In a multi-page document, the message shall appear on the first
2 page.

3 (c) Nothing contrary to, inconsistent with, or in mitigation of the message shall be used in any
4 communication

5 ORDER

6 **I. PROHIBITED BUSINESS ACTIVITIES**

7 IT IS THEREFORE STIPULATED AND ORDERED that, in connection with the
8 advertising, promotion, offer for sale, or sale of any academic good or service, the Defendants
9 and any entity through which they do business, and their successors, assigns, officers, agents,
10 servants, employees, and all persons or entities in active concert or participation with them who
11 receive actual notice of this Order by personal service or otherwise, are hereby permanently
12 restrained and enjoined from:

13 A. Falsely representing, expressly or by implication, that students are selected,
14 eligible, accepted, qualified, or any other similar term that implies or states that students are
15 eligible to apply for grants, scholarships, negotiated tuition discounts, interest free loans, or other
16 financial aid based on any specific criteria;

17 B. Falsely representing, expressly or by implication, that consumers who purchase
18 any college planning good or service are likely to receive substantially more financial aid than
19 consumers could otherwise obtain without the aid of such good or service;

20 C. Falsely representing, expressly or by implication, that consumers who purchase
21 any academic good or service will receive a refund of their money if they do not obtain any
22 financial aid as a result of such good or service;

23 D. Falsely representing, expressly or by implication, the terms and conditions of any
24 refund or guarantee policy;

25 E. To the extent any refund or guarantee policy contains any material terms,
26 conditions, or limitations, failing to disclose in a clear and conspicuous manner, prior to charging
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1 a consumer for any good or service, all such material terms, conditions, or limitations, or any
2 policy of non-refundability;

3 F. Falsely representing, expressly or by implication, that consumers who purchase
4 any academic good or service have received, or are likely to receive, a specified amount of
5 financial aid or an increase in financial aid eligibility as a result of such good or service;

6 G. Falsely representing, expressly or by implication, that consumers who purchase
7 any academic good or service will receive customized advice tailored to their specific academic
8 or financial needs;

9 H. Falsely representing, expressly or by implication, the nature or quality of training,
10 knowledge or experience of any person or entity providing any academic good or service;

11 I. Falsely representing, expressly or by implication, that a particular academic good
12 or service will be provided, or the nature or quality of any such good or service provided,
13 including, but not limited to, that such good or service will be provided within a particular time
14 period or before a particular deadline;

15 J. Falsely representing, expressly or by implication, the extent to which consumers
16 will be required to incur any expense or partake in any activities in order to implement or use any
17 such good or service, including, but not limited to, completing a questionnaire and being required
18 to request in writing any particular good or service;

19 K. Falsely representing, expressly or by implication, any material fact regarding any
20 academic good or service;

21 L. Assisting others who violate any provision of sub-paragraphs A-K of this
22 Paragraph I.

23 **II. AFFIRMATIVE DISCLOSURES**

24 IT IS FURTHER ORDERED that, in connection with the advertising, promotion, offer
25 for sale, or sale of any academic good or service, the Defendants and any entity through which
26 they do business, and their successors, assigns, officers, agents, servants, employees, and all
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1 persons or entities in active concert or participation with them who receive actual notice of this
2 Order by personal service or otherwise, shall:

3 A. In the course of making any oral sales presentation, disclose, clearly and
4 conspicuously, that:

5 1. Purchasing NSFA's services does not guarantee that a consumer will get
6 financial aid or get more financial aid than the consumer could have otherwise obtained without
7 purchasing NSFA's services;

8 2. Purchasing NSFA's services does not guarantee that a consumer's child
9 will get accepted by any college or university;

10 3. NSFA provides no services until it receives a completed questionnaire,
11 that certain services must be specifically requested, and that failure to utilize any services does
12 not entitle consumers to a refund;

13 4. Consumers may not realize the full benefit of NSFA's services if their
14 children are within 6 months of graduating high school, have not made reasonable efforts to
15 complete the necessary paperwork for admissions and financial aid, or are only considering
16 attending community college;

17 5. Consumers who are not U.S. citizens may not be eligible for federal or
18 state financial aid, and thus may not realize the full benefit of NSFA's services.

19 B. In the text of any print or Internet communication, including, but not limited to,
20 any solicitation letter sent to consumers or any sales contract executed by consumers, disclose,
21 clearly and conspicuously, that:

22 1. To the extent a representation is made, whether explicitly or by
23 implication, relating to the efficacy of any academic good or service, including, but not limited
24 to, testimonials or general statements describing past or current customer experiences with such
25 good or service, that consumers purchasing such good or service should not expect to experience
26 the same or similar results;

1 2. To the extent a representation is made, whether explicitly or by
2 implication, that consumers purchasing any academic good or service will receive strategies that
3 (if consumers choose to apply them) may help increase their financial aid eligibility, there is no
4 guarantee that applying any or all of such strategies will result in an increase in financial aid
5 eligibility.

6 C. The disclosures required by this Paragraph are in addition to, and not in lieu of,
7 any other disclosures that the Defendants may be required to make, including but not limited to
8 any disclosure required by state or federal law or by a self-regulatory organization. The
9 disclosure requirements of this Paragraph are not intended to, and shall not be interpreted to,
10 exempt the Defendants from making any other disclosure.

11 **III. MONETARY RELIEF**

12 IT IS FURTHER ORDERED that:

13 A. Judgment is hereby entered against the Defendant NSFA in the amount of
14 \$115,000. Defendant NSFA shall pay to the Commission or its designated agent the amount of
15 \$115,000 within ten days of entry of this Order;

16 B. All funds paid pursuant to this Paragraph III shall be deposited into a fund
17 administered by the Commission or its agent to be used for equitable relief, including but not
18 limited to consumer redress (as detailed below) and any attendant expenses for the administration
19 of any redress fund. In the event that direct redress to consumers is wholly or partially
20 impracticable or funds remain after redress is completed, the Commission may apply any
21 remaining funds for such other equitable relief (including consumer information remedies) as it
22 determines to be reasonably related to the defendants' practices alleged in the complaint. Any
23 funds not used for such equitable relief shall be deposited to the Treasury as disgorgement.
24 Defendants shall have no right to challenge the Commission's choice of remedies under this
25 Paragraph;

26 C. Within 10 days of entry of the Order, defendants shall, to the extent available,
27 provide to the Federal Trade Commission, in computer readable form (standard MS-DOS
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1 diskettes or IBM-mainframe compatible tape) and in computer print-out form, a list including the
2 name, address and dollar amount paid of all consumers in the United States who purchased
3 services from NSFA from October 1, 1997 to December 31, 2000 who requested and were
4 denied a refund from NSFA ("Redress class");

5 D. The Commission or its designated agent shall administer the distribution of
6 redress to consumers. Administrative expenses and other fees that the Commission or its
7 designated agents incur in the distribution of redress will be deducted from the judgment. The
8 Commission or its designated agents shall provide a refund to all consumers in the Redress class
9 equal to the dollar amount paid by such consumers. If, after eighteen (18) months after entry of
10 this Order, or before if applicable, the Commission determines that refunds have been provided
11 to all consumers in the Redress class that could be located any funds remaining in the
12 Commission's account, as well as any interest that has accrued on those funds, may be used for
13 other equitable relief (including consumer information remedies) as the Commission determines
14 to be reasonably related to the defendants' practices alleged in the complaint. Any funds not
15 used for such equitable relief shall be deposited to the Treasury as disgorgement.

16 D. Defendant NSFA is hereby required, in accordance with 31 U.S.C. § 7701, to
17 furnish to the Commission its taxpayer identification number (employer identification number),
18 which shall be used for purposes of collecting and reporting on any delinquent amount arising
19 out of NSFA's relationship with the government;

20 D. Defendants further agree that the facts as alleged in the Complaint shall be taken
21 as true solely for the purpose of in the event of any subsequent litigation to collect amounts due
22 pursuant to this Paragraph III of the Order, including but not limited to a nondischargeability
23 complaint in any bankruptcy proceeding.

24 E. The judgment entered pursuant to this Paragraph III is equitable monetary relief,
25 solely remedial in nature, and not a fine, penalty, punitive assessment or forfeiture.

1 **III. RIGHT TO REOPEN**

2 IT IS FURTHER ORDERED that, within fifteen days after entry of this Order, each
3 Defendant shall submit to the Commission a truthful sworn statement, in the form shown on
4 Appendix A, that shall acknowledge receipt of this Order and shall reaffirm and attest to the
5 truth, accuracy and completeness of the financial statements previously submitted to the
6 Commission. The Commission's agreement to this Order is expressly premised on the
7 truthfulness, accuracy and completeness of Defendants' financial condition as represented in the
8 financial statement previously submitted to the Commission. If, upon motion by the
9 Commission, the Court finds that a defendant's financial statement failed to disclose any material
10 asset, materially misrepresented the value of any asset, or made any other material
11 misrepresentation or omission, the Court shall enter judgment against defendant NSFA, in favor
12 of the Commission, in the amount of three hundred thousand dollars (\$300,000.00); *provided*,
13 *however*, that in all other respect this Order shall remain in full force and effect unless otherwise
14 ordered by the Court; and, *provided further*, that proceedings instituted under this provision
15 would be in addition to, and not in lieu of, any other civil or criminal remedies as may be
16 provided by law, including any other proceedings that the Commission may initiate to enforce
17 this Order. For purposes of this Paragraph IV, Defendants waive any right to contest any of the
18 allegations in the Complaint.

19 **V. RECORD KEEPING PROVISIONS**

20 IT IS FURTHER ORDERED that for a period of three years from the date of entry of this
21 Order, each Defendant, in connection with any business where (1) such defendant is the majority
22 owner of the business or directly or indirectly controls the business, and (2) the business engages
23 in, or assists others engaged in, the advertisement, promotion, offer for sale, or sale of any
24 academic good or service, is hereby restrained and enjoined from failing to have such business
25 create, and from failing to have such business retain for a period of three years following the date
26 of such creation, unless otherwise specified:
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1 A. Books, records and accounts that, in reasonable detail, accurately and fairly reflect
2 the cost of goods or services sold, revenues generated, and the disbursement of such revenues;

3 B. Records accurately reflecting: the name, address, and telephone number of each
4 person employed in any capacity by such business, including as an independent contractor; that
5 person's job title or position; the date upon which the person commenced work; and the date and
6 reason for the person's termination, if applicable; *provided* that the business subject to this sub-
7 paragraph B shall retain such records for a period of two years following the date of each such
8 person's termination;

9 C. Records containing the names, addresses, phone numbers, dollar amounts paid,
10 quantity of goods or services purchased, and description of goods or services purchased, for all
11 consumers to whom such business has sold, invoiced or shipped any goods or services,

12 D. Records that reflect, for every consumer complaint or refund request, whether
13 received directly or indirectly or through any third party: (1) the consumer's name, address,
14 telephone number and the dollar amount paid by the consumer; (2) the written complaint or
15 refund request, if any, and the date of the complaint or refund request; (3) the basis of the
16 complaint, including the name of any salesperson complained against, and the nature and result
17 of any investigation conducted concerning any complaint; (4) each response and the date of the
18 response; (5) any final resolution and the date of the resolution; and (6) in the event of a denial of
19 a refund request, the reason for the denial; and

20 E. Copies of all sales scripts, training materials, advertisements, or other marketing
21 materials utilized; *provided* that copies of all sales scripts, training materials, advertisements, or
22 other marketing materials utilized shall be retained for three years after the last date of
23 dissemination of any such materials.

24 **VI. ACCESS TO BUSINESS PREMISES**

25 IT IS FURTHER ORDERED that, for a period of three years from the date of entry of
26 this Order, for the purpose of further determining compliance with this Order, each Defendant
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1 shall permit representatives of the Commission, within ten business days of receipt of written
2 notice from the Commission:

3 A. Access during normal business hours to any office, or facility storing documents,
4 of any business where (1) such defendant is the majority owner of the business or directly or
5 indirectly controls the business, and (2) the business engages in, or assists others engaged in, the
6 advertisement, promotion, offer for sale, or sale of any academic good or service. In providing
7 such access, each Defendant shall permit representatives of the Commission to inspect and copy
8 all documents relevant to any matter contained in this Order; and shall permit Commission
9 representatives to remove documents relevant to any matter contained in this Order for a period
10 not to exceed five business days so that the documents may be inspected, inventoried, and
11 copied; and

12 B. To interview the officers, directors, and employees, including all personnel
13 involved in responding to consumer complaints or inquiries, and all sales personnel, whether
14 designated as employees, consultants, independent contractors or otherwise, of any business to
15 which sub-paragraph A of this Paragraph VI applies, concerning matters relating to compliance
16 with the terms of this Order. The person interviewed may have counsel present.

17 **VII. AUTHORITY TO MONITOR COMPLIANCE**

18 IT IS FURTHER ORDERED that the Commission is authorized to monitor Defendants'
19 compliance with this Order by all lawful means, including but not limited to the following
20 means:

21 A. The Commission is authorized, without further leave of court, to obtain discovery
22 from any person in the manner provided by Chapter V of the Federal Rules of Civil Procedure,
23 Fed. R. Civ. P. 26 - 37, including the use of compulsory process pursuant to Fed. R. Civ. P. 45,
24 for the purpose of monitoring Defendants' compliance with any provision of this Order;

25 B. The Commission is authorized to use representatives posing as consumers and
26 suppliers to Defendants, their employees, or any other entity managed or controlled in whole or
27 in part by a Defendant, without the necessity of identification or prior notice; and

1 C. Nothing in this Order shall limit the Commission's lawful use of compulsory
2 process, pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1, to investigate
3 whether any Defendant has violated any provision of this Order or Section 5 of the FTC Act, 15
4 U.S.C. § 45.

5 **VIII. SERVICE OF ORDER BY DEFENDANTS**

6 IT IS FURTHER ORDERED that, for a period of three years from the date of entry of
7 this Order:

8 A. Defendant NSFA and its successors and assigns shall provide a copy of this Order
9 to, and obtain a signed and dated acknowledgment of receipt of same from, each officer or
10 director, each individual serving in a management capacity, all personnel involved in responding
11 to consumer complaints or inquiries, and all sales personnel, whether designated employees,
12 consultants, independent contractors or otherwise, immediately upon employing or retaining any
13 such persons;

14 B. Defendant Sheila Cuccia shall provide a copy of this Order to, and obtain a signed
15 and dated acknowledgment of receipt of same from, each officer or director, each individual
16 serving in a management capacity, all personnel involved in responding to consumer complaints
17 or inquiries, and all sales personnel, whether designated as employees, consultants, independent
18 contractors or otherwise, immediately upon employing or retaining any such persons, for any
19 business where she is (1) an officer, director, manager or majority owner and/or directly or
20 indirectly controls the business, and (2) the business engages in, or assists others engaged in, the
21 advertisement, promotion, offer for sale, or sale of any academic good or service.

22 C. Each Defendant shall maintain for a period of three years after creation, and upon
23 reasonable notice, make available to representatives of the Commission, the original signed and
24 dated acknowledgments of the receipt of copies of this Order, as required in sub-paragraphs A
25 and B above.

1 **IX. REPORTS BY DEFENDANT**

2 IT IS FURTHER ORDERED that, in order that compliance with the provisions of this

3 Order may be monitored:

4 A. For a period of three years from the date of entry of this Order:

5 1. Defendant NSFA and its successors and assigns shall notify the
6 Commission in writing of (a) any changes in its mailing addresses, and telephone numbers within
7 30 days of such change; and (b) any proposed change in the structure of NSFA or its successors
8 or assigns, such as creation, incorporation, dissolution, assignment, sale, merger, creation,
9 dissolution of subsidiaries, proposed filing of bankruptcy petition, or change in the corporate
10 name or address, or any change that may affect compliance obligations arising out of this Order,
11 thirty (30) days prior to the effective date of any proposed change;

12 2. Defendant Sheila Cuccia shall notify the Commission in writing of (a) any
13 changes her business address where such business engages in, or assists others engaged in, the
14 advertisement, promotion, offer for sale, or sale of any academic good or service and any changes
15 in her residential address or residential telephone number, within fifteen days of the date of such
16 change; and (b) any changes her employment status (including self-employment) for any business
17 that engages in, or assists others engaged in, the advertisement, promotion, offer for sale, or sale
18 of any academic good or service, within fifteen days of such change. Such notice shall include
19 the name, address, and telephone and facsimile number of each business by which she is
20 employed, a statement of the nature of the business, and a statement of her duties and
21 responsibilities in connection with the business;

22 B. One hundred eighty (180) days after the date of entry of this Order, each
23 Defendant shall provide a written report to the Commission, sworn under penalty of perjury,
24 setting forth in detail the manner and form in which the Defendant has complied and is
25 complying with this Order. This report shall include but not be limited to:

26 1. The Defendant's current mailing address, telephone number, and facsimile
27 number (if any);

1 2. With respect to the individual defendant, her current employment,
2 business address, telephone and facsimile numbers, a description of the business activities of
3 each such employer, and the defendant's title and responsibilities for each employer. With
4 respect to corporate defendants, a description of its current business activities;

5 3. A copy of each acknowledgment of receipt of this Order obtained by the
6 Defendant pursuant to Paragraph VIII of this Order; and

7 4. A statement describing the manner in which the Defendant has complied
8 and is complying with each Paragraph of this Order;

9 C. Upon written request by a representative of the Commission, each Defendant shall
10 submit additional written reports (under oath, if requested) and produce documents on fifteen
11 (15) days' notice with respect to any conduct subject to this Order;

12 D. For the purposes of this Order, each Defendant shall, unless otherwise directed by
13 the Commission's authorized representatives, mail all written notifications to:

14 Associate Director for Enforcement
15 Federal Trade Commission
16 600 Pennsylvania Avenue, NW, Room S-4302
17 Washington, D.C. 20580

18 Re: FTC v. Integrated Capital Inc.

19 E. For purposes of the compliance reporting required by this Paragraph IX, the
20 Commission is authorized to communicate directly with Defendants' attorney of record
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1 X. RETENTION OF JURISDICTION

FOR A PERIOD OF THREE YEARS FROM ENTRY OF THIS ORDER,
IT IS FURTHER ORDERED that this Court shall retain jurisdiction over this matter for

purposes of the construction, modification and enforcement of this Order.

4 SO STIPULATED:

5 Sheila Cuccia Pres.
INTEGRATED CAPITAL INC., Defendant

6 By: Sheila Cuccia, Pres.
7 SHEILA CUCCIA, Defendant

8 Keith Flicker
9 KEITH FLICKER
10 Flicker, Garelick & Associates
11 ~~641 Lexington Avenue~~ 318 EAST 53rd Street
New York, NY 10022

12 Attorney for Defendants
13 Robin R. Spector
14 ROBIN R. SPECTOR
15 GREGORY A. ASHE
Federal Trade Commission
600 Pennsylvania Ave., NW, Room NJ-2122
Washington, DC 20580

16 BLAINE T. WELSH
17 Assistant United States Attorney
333 South Las Vegas Blvd. Ste. 5000
18 Las Vegas, NV 89101

19 Attorneys for Plaintiff

20 IT IS SO ORDERED.

21 This 6th day of August, 2003.

22 [Signature]
23 UNITED STATES DISTRICT JUDGE

1 UNITED STATES DISTRICT COURT
2 DISTRICT OF NEVADA

3 **FEDERAL TRADE COMMISSION,**

4 Plaintiff

5 v.

6 **INTEGRATED CAPITAL INC.,
7 NATIONAL STUDENT FINANCIAL AID,
8 ARON SHOAF, and
9 SHEILA CUCCIA**

Defendants.

CIVIL ACTION

No.

10 **AFFIDAVIT OF [DEFENDANT]**

11 [Insert name], being duly sworn, hereby states and affirms as follows:

12 1. My name is _____. I am a citizen of the United States and am over
13 the age of eighteen. I have personal knowledge of the facts set forth in this Affidavit.

14 *[for corporate defendants]*

15 2. I am the _____ of [Integrated Capital Inc. ("IC")][National
16 Student Financial Aid ("NSFA")], which is a defendant in FTC v. Integrated Capital Inc., et al.
17 (D. Nev.). My current business address is _____. My current business
18 telephone number is _____ and facsimile number is _____.

19 3. The current business address of [IC][NSFA] is _____.
20 The current business telephone of [IC][NSFA] is _____ and facsimile
21 number is _____.

22 *[for individual defendants]*

23 2. I am a defendant in the above-captioned civil action. My current business
24 address is _____. My current business telephone number is
25 _____.

26 *Final Consent Order*

27 Page 16 of 17
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1 _____ and facsimile number is _____. My current residential address is
2 _____ My current residential telephone number is _____.

3
4 **[for all defendants]**

5 4. On [date], [IC][NSFA][I] received a copy of the Stipulated Final Order for
6 Permanent Injunction, which was signed by the Honorable [judge] and entered by the Court on
7 [date of entry of Order]. A true and correct copy of the Order that CRM received is appended to
8 this Affidavit.

9 5. I reaffirm and attest to the truthfulness, accuracy, and completeness of the
10 financial statement that [IC][NSFA][I] submitted to the Federal Trade Commission on or about
11 _____

12
13 I declare under penalty of perjury under the laws of the United States that the foregoing is
14 true and correct. Executed on [date], at [city and state].

15 _____
16 State of _____, City of _____

17 Subscribed and sworn to before me
18 this ____ day of _____, 199__.

19 _____
20 Notary Public
21 My Commission Expires:
22 _____
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