

1 opportunities. The Complaint alleges that these deceptive acts
2 and practices violated Section 5(a) of the FTC Act, 15 U.S.C.
3 § 45(a).

4 The Commission and Defendants Harp Marketing Services, Inc.,
5 Aiden Reddin, and Marc Gurney ("Harp Defendants") have stipulated
6 to the entry of the following Stipulated Order For Permanent
7 Injunction And Final Judgment As To Defendants Harp Marketing
8 Services, Inc., Aiden Reddin, And Marc Gurney ("Order").

9 NOW, THEREFORE, the Commission and the Harp Defendants,
10 having requested the Court to enter this Order, and the Court
11 having considered the Order and being fully advised in the
12 premises, it is hereby **ORDERED, ADJUDGED, AND DECREED** as follows:

13 **FINDINGS**

14 1. The Complaint is an action by the Commission instituted
15 under Section 13(b) of the FTC Act, 15 U.S.C. § 53(b). Pursuant
16 to this section of the FTC Act, the Commission has the authority
17 to seek the relief contained herein.

18 2. The Commission's Complaint states a claim upon which
19 relief may be granted against the Harp Defendants under Sections
20 5(a) and 13(b) of the FTC Act, 15 U.S.C. §§ 45(a) and 53(b).

21 3. This Court has jurisdiction over the subject matter of
22 this case and the parties hereto. Venue in the Central District
23 of California is proper. The Harp Defendants have been properly
24 served with process.

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

1 ORDER

2 **DEFINITIONS**

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

5 1. **"Plaintiff," "Commission," or "FTC"** means the Federal
6 Trade Commission.

7 2. **"Defendants"** means Mystery Shop Link, LLC, Tangent
8 Group, LLC, Robin Larry Murphy, Andrew Holman, Kenneth Johnson,
9 Harp Marketing Services, Inc., Aiden Reddin, and Marc Gurney, and
10 each of them, by whatever names each might be known.

11 3. **"Harp Defendants"** means Harp Marketing Services, Inc.,
12 Aiden Reddin, and Marc Gurney, and each of them, by whatever names
13 each might be known, and their successors and assigns.

14 4. **"Assets"** means any legal or equitable interest in, right
15 to, or claim to, any real and personal property, including but not
16 limited to chattel, goods, instruments, equipment, fixtures,
17 general intangibles, effects, leaseholds, mail or other
18 deliveries, inventory, checks, notes, accounts, credits,
19 receivables (as those terms are defined in the Uniform Commercial
20 Code), and all cash, wherever located.

21 5. **"Assisting others"** means knowingly or recklessly
22 providing any of the following services to any person or entity:

- 23 (1) performing customer service functions including, but not
24 limited to, receiving or responding to consumer complaints; (2)
25 providing, or arranging for the provision of, names of potential
26 customers; (3) performing marketing services of any kind; (4)
27 acting as an officer or director of a business entity; or (5)

1 providing payment processing services of any kind.

2 6. **"Consumer"** means any individual, group, unincorporated
3 association, limited or general partnership, corporation, or other
4 business entity.

5 7. **"Customer"** means any person who has paid, or may be
6 required to pay, for goods or services offered for sale or sold by
7 any Harp Defendant.

8 8. **"Document"** is synonymous in meaning and equal in scope
9 to the usage of the term in Federal Rule of Civil Procedure 34(a),
10 and includes writings, drawings, graphs, charts, photographs,
11 audio and video recordings, computer records, and other data
12 compilations from which information can be obtained and
13 translated, if necessary, through detection devices into
14 reasonably usable form. A draft or non-identical copy is a
15 separate document within the meaning of the term.

16 9. **"Person"** means a natural person, an organization or
17 other legal entity, including a corporation, partnership, sole
18 proprietorship, limited liability company, association,
19 cooperative, or any other group or combination acting as an
20 entity.

21 10. **"Telemarketing"** means any plan, program or campaign
22 (whether or not covered by the Telemarketing Sales Rule, 16 C.F.R.
23 Part 310) that is conducted to induce the purchase of goods or
24 services, or the payment of money, by means of the use of one or
25 more telephones.

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1 I. PROHIBITED BUSINESS ACTIVITIES

2 IT IS THEREFORE ORDERED that the Harp Defendants and their
3 officers, agents, servants, employees, attorneys, and all other
4 persons in active concert or participation with them who receive
5 actual notice of this Order by personal service or otherwise,
6 whether acting directly or through any person, trust, corporation,
7 subsidiary, division, or other device, or any of them, in
8 connection with the advertising, promotion, offering,
9 telemarketing, or sale of any product, program, good or service,
10 are hereby permanently restrained and enjoined from:

11 A. Misrepresenting, expressly or by implication:

12 1. that Defendants are themselves hiring consumers to
13 perform work or are hiring on behalf of others;

14 2. that a specified number of mystery shopping jobs
15 are currently available through Defendants in consumers'
16 local areas;

17 3. that a large percentage of mystery shopping jobs go
18 unfilled due to a lack of mystery shoppers; or

19 4. that consumers who pay a fee to Defendants for
20 access to mystery shopping jobs are likely to earn
21 substantial income; and

22 B. Misrepresenting, expressly or by implication, or failing
23 to disclose, any fact material to a consumer's decision to
24 purchase or use any product, program, good, or service; and

25 C. Assisting others who violate any provision of Paragraphs
26 A through B of this Section.

1 **II. EQUITABLE MONETARY RELIEF**

2 **IT IS FURTHER ORDERED** that:

3 A. Judgment is hereby entered in favor of the Commission,
4 and against the Harp Defendants, jointly and severally, in the
5 amount of six million, eight hundred forty thousand U.S. Dollars
6 (\$6,840,000.00), as equitable monetary relief for consumer injury;
7 provided, however, that this judgment shall be suspended upon
8 fulfillment of the payment obligations set forth in Section II.B
9 of this Order, and subject to the conditions set forth in Section
10 III of this Order;

11 B. The Harp Defendants shall be jointly and severally
12 liable for payment of equitable monetary relief, including, but
13 not limited to, consumer redress and/or disgorgement, in the
14 amount of seven hundred fifty thousand U.S. Dollars (\$750,000.00).
15 Within ten (10) days of the signing of this Order by the Harp
16 Defendants, they shall cause seven hundred fifty thousand U.S.
17 Dollars (\$750,000.00) to be transferred to an escrow account
18 controlled by their counsel of record in this matter, who shall
19 immediately provide the Commission with proof of said transfer.
20 The Harp Defendants' counsel of record shall hold the entire sum
21 in the escrow account for no purpose other than payment to the
22 Commission upon entry of this Order by the Court. Within ten (10)
23 days of receipt of notice of entry of this Order, the Harp
24 Defendants' counsel of record shall transfer the entire sum to the
25 Commission by wire transfer or certified check in accordance with
26 instructions to be provided by counsel for the Commission;

27 C. Time is of the essence for the payment specified above.

1 In the event of any default by the Harp Defendants on any
2 obligation imposed under this Section, including, but not limited
3 to, the failure to timely and completely fulfill their payment
4 obligations:

5 1. The judgment imposed in Section II.A will not be
6 suspended, and the full amount of that judgment (\$6,840,000.00)
7 shall immediately become due and payable, plus interest from the
8 date of entry of this Order pursuant to 28 U.S.C. § 1961, as
9 amended, less any amounts already paid; and

10 2. The Commission shall be entitled to immediately
11 exercise any and all rights and remedies against the Harp
12 Defendants and their assets to collect the full amount of the
13 judgment and interest thereon, less any amounts already paid;

14 D. All funds paid pursuant to this Order shall be deposited
15 into a fund administered by the Commission or its agent to be used
16 for equitable relief, including but not limited to consumer
17 redress, and any attendant expenses for the administration of such
18 equitable relief. The Harp Defendants shall cooperate fully to
19 assist the Commission in identifying consumers who may be entitled
20 to redress pursuant to this Order. In the event that direct
21 redress to consumers is wholly or partially impracticable or funds
22 remain after redress is completed, the Commission may apply any
23 remaining funds for such other equitable relief (including
24 consumer information remedies) as it determines to be reasonably
25 related to Defendants' practices alleged in the Complaint. Any
26 funds not used for such equitable relief shall be deposited to the
27 United States Treasury as disgorgement. The Harp Defendants shall

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1 have no right to challenge the Commission's choice of remedies
2 under this Part. The Harp Defendants shall have no right to
3 contest the manner of distribution chosen by the Commission. No
4 portion of any payments under the judgment herein shall be deemed
5 a payment of any fine, penalty, or punitive assessment;

6 E. In accordance with 31 U.S.C. § 7701, as amended, the
7 Harp Defendants are hereby required, unless they already have done
8 so, to furnish to the Commission their respective taxpayer
9 identifying numbers (social security numbers or employer
10 identification numbers), which shall be used for purposes of
11 collecting and reporting on any delinquent amount arising out of
12 the Harp Defendants' relationship with the government. Defendants
13 Aiden Reddin and Marc Gurney are further required, unless they
14 already have done so, to provide the Commission with clear,
15 legible and full-size photocopies of all valid driver's licenses
16 that they possess, which will be used for reporting and compliance
17 purposes;

18 F. The Harp Defendants agree that the facts as alleged in
19 the Complaint filed in this action shall be taken as true, without
20 further proof, in the event of any subsequent proceedings or
21 litigation to enforce this Order or to collect amounts due
22 pursuant to this Section, including, but not limited to, a non-
23 dischargeability complaint in any bankruptcy case; and

24 G. Proceedings instituted under this Section are in
25 addition to, and not in lieu of, any other civil or criminal
26 remedies that may be provided by law, including any other
27 proceedings the Commission may initiate to enforce this Order.

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1 in addition to, and not in lieu of, any other civil or criminal
2 remedies that may be provided by law, including but not limited
3 to, contempt proceedings, or any other proceedings that the
4 Commission or the United States might initiate to enforce this
5 Order. For purposes of this Section, the Harp Defendants waive
6 any right to contest any of the allegations in the Commission's
7 Complaint.

8 **IV. PROHIBITIONS REGARDING CONSUMER INFORMATION**

9 **IT IS FURTHER ORDERED** that the Harp Defendants and their
10 officers, agents, servants, employees, attorneys, and all other
11 persons in active concert or participation with them who receive
12 actual notice of this Order by personal service or otherwise,
13 whether acting directly or through any person, trust, corporation,
14 subsidiary, division, or other device, or any of them, are hereby
15 permanently restrained and enjoined from:

16 A. Selling, renting, leasing, transferring, or otherwise
17 disclosing the name, address, telephone number, Social Security
18 number, account number, e-mail address, or other identifying
19 information of any person about whom any Harp Defendant obtained
20 such information in connection with the activities alleged in the
21 Complaint; and

22 B. Benefitting from or using the name, address, telephone
23 number, Social Security number, account number, e-mail address, or
24 other identifying information of any person about whom any Harp
25 Defendant obtained such information in connection with the
26 activities alleged in the Complaint;

27 Provided, however, that the Harp Defendants may disclose

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1 identifying information to a law enforcement agency or as required
2 by any law, regulation, or court order.

3 **V. CEASE COLLECTION ON ACCOUNTS**

4 **IT IS FURTHER ORDERED** that the Harp Defendants and their
5 officers, agents, servants, employees, attorneys, and all other
6 persons in active concert or participation with them who receive
7 actual notice of this Order by personal service or otherwise,
8 whether acting directly or through any person, trust, corporation,
9 subsidiary, division, or other device, or any of them, are hereby
10 permanently enjoined and restrained from collecting, attempting to
11 collect, or assigning any right to collect payment for any mystery
12 shopping employment opportunity, program, or service, directly or
13 through any third party, on any account established prior to entry
14 of this Order.

15 **VI. MONITORING COMPLIANCE OF SALES PERSONNEL**

16 **IT IS FURTHER ORDERED** that the Harp Defendants and their
17 officers, agents, servants, employees, attorneys, and all other
18 persons in active concert or participation with them who receive
19 actual notice of this Order by personal service or otherwise,
20 whether acting directly or through any person, trust, corporation,
21 subsidiary, division, or other device, or any of them, in
22 connection with any business involving telemarketing, are hereby
23 permanently restrained and enjoined from:

24 A. Failing to take reasonable steps sufficient to monitor
25 and ensure that all employees and independent contractors engaged
26 in sales or other customer service functions comply with Section I
27 of this Order. These steps shall include adequate monitoring of

1 sales presentations or other calls with consumers, and shall also
2 include, at a minimum, the following: (1) listening to the oral
3 representations made by persons engaged in sales or other customer
4 service functions; (2) establishing a procedure for receiving and
5 responding to consumer complaints; and (3) ascertaining the number
6 and nature of consumer complaints regarding transactions in which
7 each employee or independent contractor is involved;

8 B. Failing promptly to investigate fully any consumer
9 complaint received by any business to which this Section applies;
10 and

11 C. Failing to take adequate corrective action with respect
12 to any employee or independent contractor whom such Harp Defendant
13 determines is not complying with this Order. This corrective
14 action may include training, disciplining, and/or terminating such
15 employee or independent contractor.

16 **VII. COMPLIANCE MONITORING**

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

19 A. Within ten (10) days of receipt of written notice from a
20 representative of the Commission, the Harp Defendants each shall
21 submit additional written reports, sworn to under penalty of
22 perjury; produce documents for inspection and copying; appear for
23 deposition; and/or provide entry during normal business hours to
24 any business location in such Harp Defendant's possession or
25 direct or indirect control to inspect the business operation;

26 B. In addition, the Commission is authorized to monitor
27 compliance with this Order by all other lawful means, including

1 but not limited to the following:

2 1. obtaining discovery from any person, without
3 further leave of court, using the procedures prescribed by Fed. R.
4 Civ. P. 30, 31, 33, 34, 36, and 45;

5 2. posing as consumers and suppliers to the Harp
6 Defendants, their employees, or any other entity managed or
7 controlled in whole or in part by any of them, without the
8 necessity of identification or prior notice; and

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

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

21 **VIII. COMPLIANCE REPORTING BY DEFENDANTS**

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

24 A. For a period of five (5) years from the date of entry of
25 this Order,

26 1. Defendants Aiden Reddin and Marc Gurney each shall
27 notify the Commission of the following:

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

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

12 c. Any changes in his name or use of any aliases
13 or fictitious names; and

14 2. The Harp Defendants shall notify the Commission of
15 any changes in corporate structure of Defendant Harp Marketing
16 Services, Inc. or any business entity that Defendant Aiden Reddin
17 or Marc Gurney directly or indirectly controls, or has an
18 ownership interest in, that may affect compliance obligations
19 arising under this Order, including but not limited to a
20 dissolution, assignment, sale, merger, or other action that would
21 result in the emergence of a successor entity; the creation or
22 dissolution of a subsidiary, parent, or affiliate that engages in
23 any acts or practices subject to this Order; the filing of a
24 bankruptcy petition; or a change in the corporate or business
25 entity's name or address, at least thirty (30) days prior to such
26 change, provided that, with respect to any proposed change in the
27 corporation or business entity about which the Defendant learns

1 less than thirty (30) days prior to the date such action is to
2 take place, Defendant shall notify the Commission as soon as is
3 practicable after obtaining such knowledge.

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

10 1. For Defendants Aiden Reddin and Marc Gurney:

11 a. His then-current residence address, mailing
12 addresses, and telephone numbers;

13 b. His then-current employment and business
14 addresses and telephone numbers, a description
15 of the business activities of each such
16 employer or business, and his title and
17 responsibilities for each such employer or
18 business; and

19 c. Any other changes required to be reported
20 under Paragraph A of this Section.

21 2. For Defendants Harp Marketing Services, Inc., Aiden
22 Reddin, and Marc Gurney:

23 a. A copy of each acknowledgment of receipt of
24 this Order, obtained pursuant to Paragraph D
25 of Section X; and

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

1 C. For the purposes of this Order, the Harp Defendants
2 shall, unless otherwise directed by the Commission's authorized
3 representatives, mail all written notifications to the Commission
4 to:

5 Associate Director for Enforcement
6 Federal Trade Commission
7 600 Pennsylvania Avenue, N.W., Room NJ-2122
8 Washington, D.C. 20580
9 Re: FTC v. Mystery Shop Link, LLC, et al., Civil Action
10 No. 07-01791 TJH (SHx) (C.D. Cal.)

11 D. For purposes of the compliance reporting and monitoring
12 required by this Order, the Commission is authorized to
13 communicate directly with the Harp Defendants.

14 **IX. RECORD KEEPING PROVISIONS**

15 **IT IS FURTHER ORDERED** that, for a period of eight (8) years
16 from the date of entry of this Order, the Harp Defendants and
17 their officers, agents, servants, employees, attorneys, and all
18 other persons in active concert or participation with them who
19 receive actual notice of this Order by personal service or
20 otherwise, whether acting directly or through any person, trust,
21 corporation, subsidiary, division, or other device, or any of
22 them, in connection with any business involving telemarketing, are
23 hereby restrained and enjoined from failing to create and retain
24 the following records:

25 A. Accounting records that reflect the cost of goods or
26 services sold, revenues generated, and the disbursement of such
27 revenues;

28 B. Personnel records accurately reflecting: the name,
address, and telephone number of each person employed in any

1 capacity by such business, including as an independent contractor;
2 that person's job title or position; the date upon which the
3 person commenced work; and the date and reason for the person's
4 termination, if applicable;

5 C. Customer files containing the names, addresses, phone
6 numbers, dollar amounts paid, quantity of items or services
7 purchased, and description of items or services purchased, to the
8 extent such information is obtained in the ordinary course of
9 business;

10 D. Complaints and refund requests (whether received
11 directly, indirectly or through any third party) and any responses
12 to those complaints or requests;

13 E. Copies of all sales scripts, training materials,
14 advertisements, or other marketing materials; and

15 F. All records and documents necessary to demonstrate full
16 compliance with each provision of this Order, including but not
17 limited to, copies of acknowledgments of receipt of this Order,
18 required by Paragraph D of Section X, and all reports submitted to
19 the FTC pursuant to Section VIII.

20 **X. DISTRIBUTION OF ORDER BY DEFENDANTS**

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

24 A. **Corporate Defendant:** Defendant Harp Marketing Services,
25 Inc. must deliver a copy of this Order to all of its principals,
26 officers, directors, and managers. Defendant Harp Marketing
27 Services, Inc. also must deliver copies of this Order to all of

1 its employees, agents, and representatives who engage in conduct
2 related to the subject matter of the Order. For current
3 personnel, delivery shall be within five (5) days of service of
4 this Order upon Defendant. For new personnel, delivery shall
5 occur prior to them assuming their responsibilities.

6 **B. Individual Defendant Aiden Reddin or Marc Gurney as**

7 **Control Person:** For any business that Defendant Aiden Reddin or
8 Marc Gurney controls, directly or indirectly, or in which he has a
9 majority ownership interest, he must deliver a copy of this Order
10 to all principals, officers, directors, and managers of that
11 business. Defendant Aiden Reddin or Marc Gurney must also deliver
12 copies of this Order to all employees, agents, and representatives
13 of that business who engage in conduct related to the subject
14 matter of the Order. For current personnel, delivery shall be
15 within five (5) days of service of this Order upon Defendant. For
16 new personnel, delivery shall occur prior to them assuming their
17 responsibilities.

18 **C. Defendant Aiden Reddin or Marc Gurney as employee or**

19 **non-control person:** For any business where Defendant Aiden Reddin
20 or Marc Gurney is not a controlling person of a business but
21 otherwise engages in conduct related to the subject matter of this
22 Order, he must deliver a copy of this Order to all principals and
23 managers of such business before engaging in such conduct; and

24 **D.** The Harp Defendants must secure a signed and dated
25 statement acknowledging receipt of the Order, within thirty (30)
26 days of delivery, from all persons receiving a copy of the Order
27 pursuant to this Section. The Harp Defendants may redact all or

1 parts of Section II (Equitable Monetary Relief) and Section III
2 (Right To Reopen) from copies of the Order delivered pursuant to
3 this Section.

4 **XI. ACKNOWLEDGMENT OF RECEIPT OF ORDER BY DEFENDANTS**

5 **IT IS FURTHER ORDERED** that the Harp Defendants, within five
6 (5) business days of receipt of this Order as entered by the
7 Court, must submit to the Commission a truthful sworn statement
8 acknowledging receipt of this Order.

9 **XII. COOPERATION WITH FTC**

10 **IT IS FURTHER ORDERED** that the Harp Defendants shall, in
11 connection with this action or any subsequent investigations
12 related to or associated with the transactions or the occurrences
13 that are the subject of the FTC's Complaint, cooperate in good
14 faith with the FTC and appear, or cause their officers, employees,
15 representatives, or agents to appear, at such places and times as
16 the FTC shall reasonably request, after written notice, for
17 interviews, conferences, pretrial discovery, review of documents,
18 and for such other matters as may be reasonably requested by the
19 FTC. If requested in writing by the FTC, the Harp Defendants
20 shall appear, or cause their officers, employees, representatives,
21 or agents to appear, and provide truthful testimony in any trial,
22 deposition, or other proceeding related to or associated with the
23 transactions or the occurrences that are the subject of the
24 Complaint, without the service of a subpoena.

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XIII. SEVERABILITY

IT IS FURTHER ORDERED that the provisions of this Order are separate and severable from one another. If any provision is stayed or determined to be invalid, the remaining provisions shall remain in full force and effect.

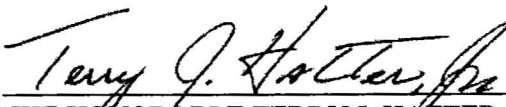
XIV. RETENTION OF JURISDICTION

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

The Commission and the Harp Defendants hereby stipulate and agree to entry of the foregoing Order, which shall constitute a final judgment in this action.

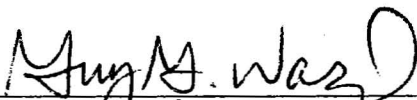
IT IS SO ORDERED.

Dated: December 12, 2008




THE HONORABLE TERRY J. HATTER, JR.,
UNITED STATES DISTRICT COURT JUDGE

STIPULATED AND AGREED TO BY:

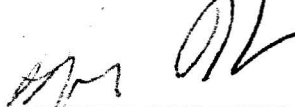


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Dated: 12/02/08

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 8 FAX (310) 229-9901
 9 Attorney for Defendants
 10 Harp Marketing Services, Inc.,
 11 Aiden Reddin, and Marc Gurney

Dated: September 22, 2008

12 
 13 Defendant Aiden Reddin,
 14 individually, and as an officer
 15 of Defendant Harp Marketing
 16 Services, Inc.

Dated: Sept 18, 2008

17 
 18 Defendant Marc Gurney,
 19 individually, and as an officer
 20 of Defendant Harp Marketing
 21 Services, Inc.

Dated: 9/18/2008

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