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 CLARENCE MADDOX  
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UNITED STATES DISTRICT COURT  
 SOUTHERN DISTRICT OF FLORIDA  
 Case No. \_\_\_\_\_ -Civ- \_\_\_\_\_

**04-22289**  
**CIV-MARTINEZ**

**/KLEIN**

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

CALL CENTER EXPRESS CORPORATION  
 a corporation,

EDGAR ALIRIO GONZALEZ and  
 PABLO JOSE MARTINEZ,  
 individually and as the sole members of  
 CALL CENTER EXPRESS  
 CORPORATION

ABREU ADVERTISING, INC.,  
 a corporation,

LIENS ABREU and  
 RAFAEL L. ABREU  
 individually and as the sole members of  
 ABREU ADVERTISING, INC.  
 d/b/a LA FAMILIA GROUP

PRO LINE CARD LLC,  
 a limited liability corporation,

JULIO CESAR SANDOVAL and  
 CARLOS FELIPE MENDEZ,  
 individually and as the sole members of  
 PRO LINE CARD LLC

Defendants.

**TEMPORARY RESTRAINING ORDER  
 AND ORDER TO SHOW CAUSE WHY  
 A PRELIMINARY INJUNCTION SHOULD NOT ISSUE**

Plaintiff, the Federal Trade Commission ("FTC" or "Commission"), having filed a

Complaint for Injunctive and Other Equitable Relief, including redress to consumers, pursuant to Sections 5(a), 13(b), and 19 of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. §§ 45(a), 53(b) and 57b, and the "Telemarketing Sales Rule" ("the TSR" or "the Rule"), 16 C.F.R. Part 310, as amended, and having moved for an *ex parte* temporary restraining order ("TRO") pursuant to Rule 65 of the Federal Rules of Civil Procedure and S.D. Fla. L.R. 7.1.E, and the Court having considered the Complaint, declarations, exhibits, and memorandum of law filed in support of the Plaintiff's motion, finds that:

1. This Court has jurisdiction of the subject matter of this case and there is good cause to believe it will have jurisdiction of all parties hereto;
2. Venue properly lies with this Court;
3. There is good cause to believe that the Defendants have engaged and are likely to continue to engage in acts and practices that violate Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), and/or the TSR, 16 C.F.R. Part 310, as amended; and that the Commission is therefore likely to prevail on the merits of this action.
4. There is good cause to believe that immediate and irreparable damage to the Court's ability to grant effective final relief in the form of monetary restitution or disgorgement will occur from the sale, transfer, or other disposition or concealment by the Defendants of their assets or records unless the Defendants are immediately restrained and enjoined by Order of this Court. The evidence set forth in the Commission's *Ex Parte* Motion For Temporary Restraining Order and Other Equitable/Injunctive Relief, and in the accompanying declarations and exhibits, shows that the Commission is likely to prove that Defendants have engaged in a concerted course of illegal activity in connection with the sale of "advance fee credit cards" to consumers

nationwide, in violation of Section 5 of the FTC Act and the TSR. Thus, there is good cause to believe that Defendants will attempt to conceal the scope of their illegal actions to avoid returning their ill-gotten gains to consumers injured by their unlawful practices if not restrained from doing so by this Court;

5. There is good cause for the Court to order an asset freeze of Defendants' assets and for appointing a Temporary Receiver over Call Center Express Corporation, Abreu Advertising, Inc., and Pro Line Card LLC. These entities, while under the control of the Edgar Alirio Gonzalez, Pablo Jose Martinez, Liens Abreu, Rafael L. Abreu, Julio Cesar Sandoval and Carlos Felipe Mendez, have made misrepresentations, directly or indirectly through their employees, to those consumers for whom they are supposed to be providing goods or services, and have engaged in a widespread effort to take money from these consumers based on false and deceptive acts and practices. Defendants have obtained ill-gotten gains from these and other practices. Accordingly, an asset freeze and a Temporary Receiver are reasonably necessary in order to preserve the possibility of meaningful relief at the conclusion of this litigation;

6. There is good cause for issuing this Order pursuant to Federal Rule of Civil Procedure 65(b) and for relieving the Plaintiff of the duty to provide Defendants with prior notice of the Plaintiff's motion. The Commission has not provided notice to the Defendants due to the likelihood that advance notice of this action will lead to the same irreparable harm, including the dissipation of assets and destruction of evidence, that the Commission seeks to prevent through its application for an *ex parte* TRO. The Commission's request for this emergency *ex parte* relief is not the result of any lack of diligence on the part of the Commission, but is instead based on

the nature of the Defendants' unlawful conduct. Thus, there is good cause for relieving the Commission of the duty to provide Defendants with prior notice of the Commission's application;

7. Weighing the equities and considering the Commission's likelihood of ultimate success, this Order is in the public interest.

8. As an agency of the United States, no security is required of the Commission for the issuance of a restraining order. *See Fed. R. Civ. P. 65(c).*

**DEFINITIONS**

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

1. "Assets" means any legal or equitable interest in, right to, or claim to, any real and personal property, including, but not limited to chattel, goods, instruments, equipment, fixtures, general intangibles, inventory, checks, notes, leaseholds, effects, contracts, mail or other deliveries, shares of stock, lists of consumer names, accounts, credits, premises, receivables, funds, and cash, wherever located, whether in the United States or abroad.

2. "Credit-related products, programs, or services" means any product, program, or service that is advertised, promoted, offered for sale, or sold to consumers as a method by which consumers may establish or obtain any extension of credit or credit device, including, but not limited to, credit cards, lines of credit, or loans, or as a method by which consumers may consolidate or liquidate debts.

3. "Defendants" means Call Center Express Corporation, Abreu Advertising, Inc., Pro Line Card LLC, Edgar Alirio Gonzalez, Pablo Jose Martinez, Liens Abreu, Rafael L. Abreu, Julio Cesar Sandoval and Carlos Felipe Mendez, whether acting directly or through any

corporation, subsidiary, division, agent, employee, consultant, independent contractor or other device or any person acting in active concert or participation with any of the foregoing who receives actual notice of this Order by personal service or otherwise. *See* Fed. R. Civ. P. 65(d).

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

5. "Material" means likely to affect a person's choice of, or conduct regarding, goods or services.

6. "Person" means a natural person, an organization or other legal entity, including a corporation, partnership, sole proprietorship, limited liability company, association, or cooperative, or any other group or combination acting as an entity.

### ORDER

#### **I. VIOLATIONS OF SECTION 5 OF THE FTC ACT PROHIBITED**

**IT IS THEREFORE ORDERED** that, in connection with the advertising, promotion, offering for sale, sale or provision of any credit-related products, programs or services, Defendants are hereby temporarily restrained and enjoined from making or assisting in the making of, expressly or by implication, orally or in writing, any false or misleading statement or representation of material fact, including, but not limited to, any false or misleading representation that after paying Defendants a fee, consumers are guaranteed or are likely to

receive an unsecured major credit card, such as a VISA or MasterCard credit card.

## II. VIOLATIONS OF THE TSR PROHIBITED

**IT IS FURTHER ORDERED** that, in connection with the advertising, promotion, offering for sale, sale or provision of any credit-related products, programs or services, Defendants are hereby temporarily restrained and enjoined from violating or assisting others to violate any provisions of the TSR, 16 C.F.R. Part 310, by, including, but not limited to:

- A. Misrepresenting, directly or by implication, that after paying Defendants a fee, consumers are guaranteed to receive an unsecured major credit card, such as a VISA or MasterCard credit card violating 16 C.F.R. § 310.3(a)(2)(iii);
- B. Requesting or receiving payment of a fee or consideration in advance of consumers obtaining a credit card when Defendants have guaranteed or represented a high likelihood of success in obtaining or arranging for the acquisition of an unsecured credit card, such as a VISA or MasterCard credit card violating, 16 C.F.R. § 310.4(a)(4); and
- C. Representing, directly or by implication, that Defendants will refund the fee paid if a consumer seeks a refund within 30 days of receipt of Defendants' package violating Section 310.3(a)(2)(iv).

## III. ASSET FREEZE

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

- A. Transferring, liquidating, converting, encumbering, pledging, loaning, selling, concealing, dissipating, disbursing, assigning, spending, withdrawing, granting a lien or security interest or other interest in, or otherwise disposing of any funds, real or personal property, automobiles, accounts, contracts, consumer lists, coins, precious metals, artwork, shares of stock, uncashed checks, or other assets, wherever located, that are: (1) owned, controlled by, held for the benefit of, or in trust by or for, any Defendant, in whole or in part; (2) in the actual or constructive possession of any Defendant; (3) held by an agent of any Defendant as a retainer for the agent's provision of services to any Defendant; or (4) owned, controlled by, in the actual or constructive possession of, or otherwise held for the benefit of, any corporation, partnership or other entity directly or indirectly owned, managed, or controlled by any Defendant, including, but not limited to, any assets held by, for, or under the name, alias, or fictitious "doing business as" name of any Defendant, Latin Card Plus, LLC, and Tradex, LLC;
- B. Opening or causing to be opened any safe deposit boxes or commercial mail boxes titled in the name, alias, or fictitious "doing business as" name, singly or jointly, of any Defendant, or subject to access by any Defendant;
- C. Incurring charges or cash advances on any credit card, debit card, or checking card issued in the name, alias, or fictitious "doing business as" name, singly or jointly, of any Defendant;
- D. Securing a loan with or incurring a lien on the real property, the personal property, or other asset in the name, alias, or fictitious "doing business as" name, singly or jointly, of any Defendant; and

E. Notwithstanding the provisions of this Section, Defendants shall transfer all assets of Call Center Express Corporation, Abreu Advertising, Inc., and Pro Line Card LLC pursuant to Paragraph XII. of this Order.

*Provided, however,* that the assets affected by this Paragraph shall include all of the assets of the Defendants, both existing assets and assets acquired after issuance of this Order, including, but not limited to, those acquired by loan or gift, and assets in the form of retainers paid to any of Defendants' agents as compensation for the provision of services to any Defendant. Defendants, or any third party holding assets for the benefit of Defendants, shall hold all assets, including, without limitation, payments, loans, and gifts received after service of this Order.

*Provided further,* that for assets acquired after the date this Order was entered, only those assets that are derived from or otherwise related to the activities alleged in Plaintiff's complaint are affected by this Paragraph.

#### IV. DUTIES OF ASSET HOLDERS

**IT IS FURTHER ORDERED** that, effective immediately upon notification of this Order, any financial or brokerage institution, escrow agent, money market or mutual fund, title company, commodity trading company, common carrier, storage company, trustee, commercial mail receiving agency, merchant account processor, mail holding or forwarding company, creditor or credit card issuer, or any other person or entity, including, but, not limited to, Latin Card Plus, LLC, and Tradex, LLC, having possession, custody or control of any assets or records of any Defendant, or of any account, safe deposit box, or other asset of any Defendant, either individually or jointly, or held on behalf of or for the benefit of any Defendant, at any time since January 1, 2003, shall:



A. Prohibit any person or entity from withdrawing, removing, assigning, transferring, pledging, encumbering, disbursing, dissipating, converting, selling, or otherwise disposing of any such asset except:

1. as directed by further order of the Court; or
2. for assets held in the name of or for the benefit of any Receivership Defendant, as directed by the Temporary Receiver appointed herein;

B. Deny any person or entity access to any safe deposit box that is:

1. titled in the name, alias, or fictitious "doing business as" name, of any Defendant, either individually or jointly; or
2. otherwise held for the benefit of or subject to access by any Defendant.

Notwithstanding these subsections, the Temporary Receiver appointed herein shall be provided with access to any safe deposit box individually or jointly titled in the name of, subject to access by, or held for the benefit of any Receivership Defendant.

C. Provide to counsel for the Temporary Receiver, appointed herein, and the Commission within five (5) business days of receiving a copy of this Order, a sworn statement setting forth:

1. the identification number of each such account or asset titled in the name, alias, or fictitious "doing business as" name, individually or jointly, or held on behalf of, or for the benefit of, any Defendant;
2. the balance of each such account, or a description of the nature and value of such asset as of the time this Order is served, and, if the account or other asset

has been closed or removed, the date closed or removed, the total funds removed in order to close the account, and the name of the person or entity to whom such account or other asset was remitted; and

3. the identification of any safe deposit box that is either titled in the name, alias, or fictitious "doing business as" name, of any Defendant, individually or jointly, or is otherwise subject to access by any Defendant;

D. Upon the request by the Temporary Receiver or the Commission, promptly provide the Temporary Receiver and the Commission with copies of all records or other documentation pertaining to such account or asset, including, but not limited to, originals or copies of account applications, account statements, signature cards, checks, drafts, deposit tickets, transfers to and from the accounts, all other debit and credit instruments or slips, currency transaction reports, 1099 forms, and safe deposit box logs; and

E. Cooperate with all reasonable requests of the Temporary Receiver relating to implementation of this Order, including the transferring of funds.

#### V. FINANCIAL STATEMENT

**IT IS FURTHER ORDERED** that, within three (3) business days after service of this Order, each Defendant shall prepare and serve to counsel for the Commission a complete and accurate individual or corporate financial statement, as the case may be, signed under penalty of perjury, on the forms appended to this Order as Attachments A and B, respectively.

#### VI. CONSUMER CREDIT REPORTS

**IT IS FURTHER ORDERED** that, pursuant to Section 604 of the Fair Credit Reporting Act, 15 U.S.C. §1681b, any consumer reporting agency may furnish the Commission or the

Temporary Receiver with a consumer report concerning any Defendant.

## VII. REPATRIATION OF FOREIGN ASSET AND DOCUMENTS

IT IS FURTHER ORDERED that within five (5) business days following the service of this Order, each Defendant shall:

- A. Provide the Temporary Receiver and the Commission with a full accounting of all funds, documents, and assets located outside of the United States which are (1) titled in the name, alias, or fictitious "doing business as" name, individually or jointly, of any Defendant; or (2) held by any person or entity for the benefit of any Defendant; or (3) under the direct or indirect control, whether jointly or singly, of any Defendant;
- B. Transfer to the territory of the United States all funds, documents, and assets located outside the United States which are (1) titled in the name, alias, or fictitious "doing business as" name, individually or jointly of any Defendant; or (2) held by any person or entity for the benefit of any Defendant; or (3) under any Defendant's direct or indirect control, whether jointly or singly;
- C. Hold and retain all repatriated funds, documents, and assets, and prevent any transfer, disposition, or dissipation whatsoever of any funds or assets, except as required by this Order; and
- D. Provide the Temporary Receiver and the Commission access to all records of funds, documents, or assets of any Defendant held by financial institutions or other entities or individuals located outside the United States by signing the "Consent to Release of Financial Records" attached to this Order. (Attachment C).

## VIII. INTERFERENCE WITH REPATRIATION

**IT IS FURTHER ORDERED** that the Defendants are hereby temporarily restrained and enjoined from taking any action, directly or indirectly, which may result in the encumbrance or dissipation of funds, documents, or assets held outside of the United States, or in the hindrance of the repatriation required by the preceding Section of this Order, including, but not limited to:

- A. Sending any statement, letter, fax, e-mail or wire transmission, telephoning or engaging in any other act, directly or indirectly, that results in a determination by a foreign trustee or other entity that a "duress" event has occurred under the terms of a foreign trust agreement until such time that all assets have been fully repatriated pursuant to the preceding Section of this Order; and
- B. Notifying any trustee, protector or other agent of any foreign trust or other related entities of either the existence of this Order, or of the fact that repatriation is required pursuant to a Court Order, until such time that all assets have been fully repatriated pursuant to the preceding Section of this Order.

**IX. APPOINTMENT OF A TEMPORARY RECEIVER**

**IT IS FURTHER ORDERED** that Lewis B. Freeman is appointed as Temporary Receiver for the Call Center Express Corporation, Abreu Advertising, Inc., and Pro Line Card LLC, and their subsidiaries and affiliates (each a "Receivership Defendant," and collectively "the Receivership Defendants"), with the full powers of an equity receiver. The Temporary Receiver shall be the agent of this Court in acting as Receiver under this Order, with directions and authority to:

- A. Assume full control of the Receivership Defendants and all power of the Receivership Defendants' directors, officers and managers, and remove all Individual

Defendants, and any officer, independent contractor, employee, attorney or agent of the Receivership Defendants, from control and management of the Receivership Defendants;

B. Take immediate and exclusive custody, control, and possession of all the funds, property, mail and other assets of, in the possession of, or under the control of the Receivership Defendants, wherever situated, including, but not limited to: (1) 7925 N.W. 12<sup>th</sup> Street, Suites 318 and 407, Miami, Florida, 33126; (2) 2174 N.W. 87<sup>th</sup> Avenue, Miami, Florida 33126; (3) 1200 N.W. 78<sup>th</sup> Avenue, Suite 209, Miami, Florida 33126-1817; and (4) 4299 S.W. 73<sup>rd</sup> Avenue, Miami, Florida 33155-4521. The Temporary Receiver shall have full power to sue for, collect, receive and take possession of all goods, chattels, rights, credits, moneys, effects, land, leases, books, records, work papers, and records of accounts, including computer-maintained information, and other papers and documents of the Receivership Defendants, including documents related to customers or clients whose interest are now held by or under the direction, possession, custody or control of the Receivership Defendants. By this authorization and empowerment, this Court specifically determines that the Temporary Receiver, as an agent of this Court, shall not be barred from bringing any action due to the doctrine *in pari delicto*;

C. Take all steps necessary to secure the business premises and any storage or other facilities of the Receivership Defendants, including, but not limited to premises located at (1) 7925 N.W. 12<sup>th</sup> Street, Suites 318 and 407, Miami, Florida, 33126; (2) 2174 N.W. 87<sup>th</sup> Avenue, Miami, Florida 33126; (3) 1200 N.W. 78<sup>th</sup> Avenue, Suite 209, Miami, Florida 33126-1817; and (4) 4299 S.W. 73<sup>rd</sup> Avenue, Miami, Florida 33155-4521;

D. Preserve, hold and manage all Receivership assets, and perform all acts necessary

- to preserve the value of those assets, in order to prevent any loss, damage or injury to customers or clients;
- E. Prevent the withdrawal or misapplication of funds entrusted to the Receivership Defendants, and otherwise protect the interests of customers or clients;
- F. Manage and administer the Receivership Defendants by performing all acts incidental thereto that the Temporary Receiver deems appropriate, including hiring or dismissing any and all personnel or suspending operations;
- G. Collect all money owed to the Receivership Defendants;
- H. Initiate, defend, compromise, adjust, intervene in, dispose of, or become a party to any actions or proceedings in state, federal or foreign court necessary to preserve or increase the assets of the Receivership Defendants or to carry out his or her duties pursuant to this Order. By authorization and empowerment, this Court specifically determines that the Temporary Receiver, as an agent of this Court, shall not be barred from bringing any action due to the doctrine *in pari delicto*;
- I. Choose, engage and employ attorneys, accountants, appraisers, and other independent contractors and technical specialists, as the Temporary Receiver deems advisable or necessary in the performance of duties and responsibilities under the authority granted by this Order, including entities of which the Temporary Receiver is a shareholder;
- J. Issue subpoenas to obtain documents and records pertaining to the receivership, and conduct discovery in this action on behalf of the receivership estate at any time, including before the discovery conference. *See* Fed. R. Civ. P. 26(f);

- K. Take depositions relating to the assets of the Receivership Defendants on three (3) days advance notice;
- L. Open one or more bank accounts as designated depositories for funds of the Receivership Defendants. The Temporary Receiver shall deposit all funds of the Receivership Defendants in such designated accounts and shall make all payments and disbursements from the receivership estate from such accounts; and
- M. Make payments and disbursements from the receivership estate that are necessary or advisable for carrying out the directions of, or exercising the authority granted by, this Order. The Temporary Receiver shall apply to the Court for prior approval of any payment of any debt or obligation incurred by the Receivership Defendants prior to the date of entry of this Order, except for payments that the Temporary Receiver deems necessary or advisable to secure assets of the Receivership Defendants;
- N. Prepare and submit a report to this Court and to the parties, not less than three (3) days prior to the scheduled Preliminary Injunction Hearing. Such report may include all information the Temporary Receiver determines is material to the Preliminary Injunction Hearing, but must include an accounting of all assets determined to exist as of the date of the report;
- O. The Temporary Receiver may, at any time upon prior notice to all parties to this action, apply to this Court for further or other instructions or additional powers, whenever the Temporary Receiver deems such other instructions or additional powers to be necessary to properly and legally perform the duties of the office of Temporary Receiver, and to maintain, operate, preserve, and protect the receivership estate; and

P. Upon notice to this Court and all parties, the Temporary Receiver shall be permitted to seek authorization to obtain receiver's certificates as is reasonably required and/or necessary to carry out and fulfill the duties and obligations of the Temporary Receiver noted herein.

#### **X. COMPENSATION OF RECEIVER**

**IT IS FURTHER ORDERED** that the Temporary Receiver and all personnel hired by the Temporary Receiver shall be entitled to reasonable compensation for the services they render to the receivership estate, from the assets now held by, in the possession or control of, or which may be received from the Receivership Defendants. The Temporary Receiver shall file with this Court and serve on the parties a request for payment, outlining the services rendered and the related fees and expenses. The Temporary Receiver shall not increase his or her fee rate billed to the receivership estate without prior approval of this Court.

#### **XI. RECEIVER'S BOND**

**IT IS FURTHER ORDERED** that the Temporary Receiver shall file with the Clerk of this Court, within three (3) days of appointment, a bond in the sum of \$ 25,000.00 , conditioned that the Temporary Receiver will well and truly perform the duties of the office and duly account for all money and property that he or she marshals. The Temporary Receiver serves as an officer of this Court solely in a representative capacity and is not personally liable for any actions taken in conformity with the duties and responsibilities set forth herein or pursuant to any statute, regulation or other legal authority.

#### **XII. DELIVERY OF RECEIVERSHIP PROPERTY**

**IT IS FURTHER ORDERED** that, Defendants and any other person or entity served



with a copy of this Order, shall immediately or within such time as permitted by the Temporary Receiver in writing, deliver or transfer possession, custody and control of the following to the Temporary Receiver:

- A. All assets of the Receivership Defendants;
- B. All documents of the Receivership Defendants, including, but not limited to, all books and records, 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;
- C. All keys, computer passwords, entry codes, and combinations to locks necessary to gain or to secure access to any of the assets or documents of the Receivership Defendants, including but not limited to, access to the Receivership Defendants' business premises, means of communication, accounts, computer systems, or other property; and
- D. Information identifying all accounts, employees, properties or other assets or obligations of the Receivership Defendants.

### **XIII. DUTY TO COOPERATE WITH THE RECEIVER**

**IT IS FURTHER ORDERED** that Defendants and all other persons or entities served with a copy of this Order shall cooperate fully with and assist the Temporary Receiver. This cooperation and assistance shall, include, but not be limited to, providing any information to the Temporary Receiver that the Temporary Receiver deems necessary to exercising his or her authority; providing any password required to access any computer or electronic files in any medium; and discharging the responsibilities of the Temporary Receiver under this Order, and advising all persons who owe money to the Receivership Defendants that all debts should be paid

directly to the Temporary Receiver.

#### XIV. STAY OF ACTIONS

IT IS FURTHER ORDERED that, except by leave of the Court, during the pendency of the Receivership ordered herein, Defendants and all other persons and entities be and hereby are stayed from taking any action to establish or enforce any claim, right or interest for, against, on behalf of, in, or in the name of, the Receivership Defendants, the Temporary Receiver, Receivership assets, or the Temporary Receiver's duly authorized agents acting in their capacities as such, including, but not limited to, the following actions:

- A. Commencing, prosecuting, litigating or enforcing any suit, except that actions may be filed to toll any applicable statute of limitations;
- B. Accelerating the due date of any obligation or claimed obligation, enforcing any lien upon, or taking or attempting to take possession of, or retaining possession of, property of the Receivership Defendants or any property claimed by the Receivership Defendants, or attempting to foreclose, forfeit, alter or terminate any of the Receivership Defendants' interests in property, whether such acts are part of a judicial proceeding or otherwise;
- C. Using self-help or executing or issuing, or causing the execution or issuance of any court attachment, subpoena, replevin, execution or other process for the purpose of impounding or taking possession of or interfering with, or creating or enforcing a lien upon any property, wherever located, owned by or in the possession of the Receivership Defendants, or the Temporary Receiver, or any agent of the Temporary Receiver; and
- D. Doing any act or thing to interfere with the Temporary Receiver taking control,

possession or management of the property subject to the Receivership, or to in any way interfere with the Temporary Receiver or the duties of the Temporary Receiver; or to interfere with the exclusive jurisdiction of this Court over the property and assets of the Receivership Defendants.

*Provided, however,* that this Paragraph does not stay the commencement or continuation of an action or proceeding by a governmental unit to enforce such governmental units police or regulatory power.

#### **XV. ACCESS TO RECORDS AND PREMISES**

**IT IS FURTHER ORDERED** that the Temporary Receiver and the Defendants shall allow representatives of the Commission immediate access to all premises where the Defendants are conducting business or have conducted business and to all premises where Defendants' documents may be located, including any and all offsite storage location(s), so that the representatives of the Commission may inspect all business and financial documents of the Defendants and may copy such documents either on or off the premises. Plaintiff's representatives shall return the materials so removed within five (5) business days of completing said copying. To the extent that documents are located at the homes of Individual Defendants, such documents shall be turned over to the Temporary Receiver within 24 hours of service of the Temporary Restraining Order issued in this case.

#### **XVI. RECORD KEEPING PROVISIONS**

**IT IS FURTHER ORDERED** Defendants and any entity through which they do business, and their successors, assigns, officers, agents, servants, employees, and those other persons in active concert or participation with them who receive actual notice of this Order by

personal service or otherwise are hereby restrained and enjoined from:

A. Destroying, erasing, mutilating, concealing, altering, transferring, or otherwise disposing of, in any manner, any: books; records; audio or video tape recordings; computer tapes or discs or other computerized records; correspondence; forms; advertisements; brochures; manuals; customer lists; customer files; invoices; telephone records; scripts; postal receipts; appointment books; accounting data; ledgers; payroll records; banking records; personal and business canceled checks (fronts and backs); state or federal income or property tax returns; or other documents of any kind in their possession, custody, or control that relate to the business practices or business or personal finances of any Defendant; and

B. Failing to create and maintain books, records, bank statements, documents indicating title to real or personal property, and any other data which, in reasonable detail, accurately and fairly reflect their income and transactions and dispositions of their assets.

#### **XVII. BANKRUPTCY PETITIONS**

**IT IS FURTHER ORDERED** that, in light of the appointment of the Temporary Receiver, the Receivership Defendants are hereby prohibited from filing a petition for relief under the United States Bankruptcy Code, 11 U.S.C. § 101 *et seq.*, without prior permission from this Court.

#### **XVIII. SERVICE OF ORDER BY FAX**

**IT IS FURTHER ORDERED** that copies of this Order may be served by any means, including facsimile transmission, upon any financial institution or other entity or person that may have possession, custody, or control of any documents or assets of any Corporate Defendant or Individual Defendant, or that may be subject to any provision of this Order.

**XIX. NOTICE OF THE ORDER**

**IT IS FURTHER ORDERED** that Defendants shall immediately provide a copy of this Order to each of their corporations, subsidiaries, affiliates, directors, officers, employees, agents, and independent contractors and to each person and entity through which Defendants advertise. Within ten days after the date of service of this Order, Defendants shall serve on the Commission an affidavit identifying the names, titles, addresses, and telephone numbers of the persons and entities Defendants have served with a copy of this Order in compliance with this provision.

**XX. SERVICE OF MEMORANDUM, EVIDENCE AND WITNESS LISTS**

**IT IS FURTHER ORDERED** that:

A. Defendants shall file any answering affidavits, pleadings, or legal memoranda with the Court and serve the same on counsel for the Commission no later than three (3) business days prior to the preliminary injunction hearing in this matter. The Commission may file responsive or supplemental pleadings, materials, affidavits, or memoranda with the Court and serve the same on counsel for Defendants no later than one (1) business day prior to the preliminary injunction hearing in this matter. *Provided* that service shall be performed by personal or overnight delivery or by facsimile, and documents shall be delivered so that they shall be received by the other parties no later than 5 p.m. (EST) on the appropriate dates listed in this sub-paragraph. *Provided further* that Service on the Commission shall be made to the attention of Jessica D. Gray, Counsel for the Commission, at the Federal Trade Commission, 225 Peachtree Street, N. E., Suite 1500, Atlanta, Georgia 30303, facsimile number (404) 656-1350;

B. Any party who desires to present live testimony at the preliminary injunction hearing in this matter shall file with this Court and serve on all opposing parties, no later than

two (2) business days prior to the preliminary injunction hearing in this matter, a witness list that shall include the name, address, and telephone number of any such witness, and either a summary of, or the witness' declaration revealing the substance of, such witness' expected testimony. *Provided* that service shall be performed by personal or overnight delivery or by facsimile, and documents shall be delivered so that they shall be received by the other parties no later than 5 p.m. (EST) on the date listed in the previous sentence.

#### **XXI. PRELIMINARY INJUNCTION HEARING**

**IT IS FURTHER ORDERED** that each Defendant shall appear before this Court on the 30 day of Sept., 2004, at 2 o'clock p.m. at the United States Courthouse, Room 340, to show cause, if there be any, why this Court should not enter a preliminary injunction, pending final ruling on the Complaint, against said Defendants enjoining them from further violations of Section 5(a) of the Federal Trade Commission Act, 15 U.S.C. § 45(a), and the TSR, 16 C.F.R. Part 310, continuing the freeze of their assets, appointing a permanent Receiver, and imposing such additional relief as may be appropriate.

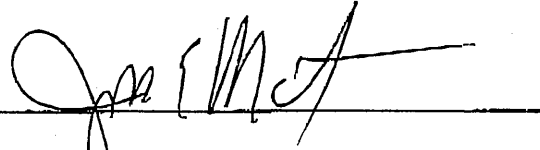
#### **XXII. EXPIRATION DATE OF TEMPORARY RESTRAINING ORDER**

**IT IS FURTHER ORDERED** that this Order shall expire on September 30, 2004, unless, within such time, for good cause shown, it is extended for a like period, or unless as to any Defendant, the Defendant consents that it should be extended for a longer period and the reasons therefore are entered of record.

**XXIII. COURT'S RETENTION OF JURISDICTION**

**IT IS FURTHER ORDERED** that this Court retains jurisdiction of this matter for all purposes.

SO ORDERED, this 16 day of September, 2004, at this hour of 2:20 pm.



United States District Judge

