

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

FEDERAL TRADE COMMISSION and
OFFICE OF THE ATTORNEY
GENERAL, STATE OF FLORIDA,
DEPARTMENT OF LEGAL AFFAIRS,

Plaintiffs,

v.

Case No: 6:20-cv-1192-Orl-78DCI

GDP NETWORK LLC, G & G
SUCCESS LLC, G & N SQUARED LLC,
GINO DE PAZ, GRACE DE PAZ and
SHABANA KHUBLAL,

Defendants.

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ORDER

THIS CAUSE is before the Court on this Court's Temporary Restraining Order ("TRO," Doc. 16) requiring Defendants to show cause why a preliminary injunction should not be entered against Defendants. Also before the Court is the Unopposed Motion to Enter Stipulated Preliminary Injunction with Asset Freeze (Doc. 43) with respect to Defendants Gino de Paz and Grace de Paz. A preliminary injunction hearing was held on August 11, 2020. (Doc. 47). Having considered the parties' filings, the record, and the testimony and arguments presented at the hearing in this case, this Court finds that good cause has been shown for the entry of a preliminary injunction against all Defendants.

I. BACKGROUND

This case was filed by the Federal Trade Commission ("FTC") and Office of the Attorney General, State of Florida, Department of Legal Affairs ("Florida AG") against GDP Network LLC ("GDP"), G & G Success LLC, also known as YF Solutions LLC, QSC

Professionals, and G.C.D. Management LLC (“**G&G**”), and G & N Squared LLC, also known as Dynamic Solution Group (“**G&N**”), and the companies’ members, managers, and owners, Defendants Gino de Paz, Grace de Paz, and Shabana Khublal. As alleged in the Complaint (Doc. 3), the ownership of the Defendant entities is as follows: Gino de Paz is the sole member, manager, or owner of GDP and controls its bank accounts; Grace de Paz is the sole member, manager, or owner of G&G and controls its bank accounts and is a manager of G&N; Khublal is a member, manager, or owner of G&N and controls its bank accounts. (*Id.* ¶¶ 12–14). It is further alleged that each individual Defendant has control or participates in the allegedly unlawful activities of the business Defendants. (*Id.* ¶ 16).

As alleged, Defendants operate a fraudulent credit card interest rate reduction scheme, which promises consumers that in exchange for sizable upfront fees, Defendants can substantially and permanently reduce the consumer’s credit card interest rates. (*Id.* ¶ 18). To effectuate this scheme, Defendants initiate, or direct others to initiate, unsolicited telemarketing calls to consumers. (*Id.* ¶ 23). Once a consumer has answered, Defendants frequently fail to identify themselves and give the false impression that they are associated with the consumer’s bank or credit card company. (*Id.* ¶ 24). Defendants then attempt to sell their services by promising that they can obtain substantial reductions in consumer’s interest rates and provide significant savings. (*Id.* ¶ 25). Thereafter, using personal information provided by the consumer, Defendants apply for new credit cards on behalf of the consumer with a low introductory interest rate for balance transfers without the knowledge or consent of the consumer. (*Id.* ¶¶ 26–28). Despite representations that the consumer will not be charged until Defendants have provided a

savings on the consumer's credit card debt, Defendants charge an upfront fee ranging from \$995 to \$3,995 for their services, which is frequently charged against the consumer's checking account or credit card during or immediately following the telemarketing call using remotely created payment orders. (*Id.* ¶ 29). Defendants frequently fail to provide the promised results and typically fail to provide refunds to dissatisfied consumers. (*Id.* ¶¶ 30–32).

Based on the foregoing, Plaintiffs have alleged nine counts against Defendants for the following: violations of Section 5(a) of the Federal Trade Commission Act (“**FTC Act**”), 15 U.S.C. § 45(a), (Counts One & Two); violations of the Telemarketing Sales Rules, 16 C.F.R. §§ 310.3–310.4, (Counts Three through Seven); and violations of the Florida Deceptive and Unfair Trade Practices Act (“**FDUTPA**”), Fla. Stat. § 501.201 *et seq.*, (Counts Eight & Nine).

II. LEGAL STANDARD

Section 13(b) of the FTC Act authorizes “the FTC to seek, and the district courts to grant, preliminary and permanent injunctions against practices that violate any of the laws enforced by the Commission.” *F.T.C. v. Gem Merch. Corp.*, 87 F.3d 466, 468 (11th Cir. 1996) (citing 15 U.S.C. § 53(b)). “[I]n determining whether to grant a preliminary injunction under section 13(b), a district court must (1) determine the likelihood that the FTC will ultimately succeed on the merits and (2) balance the equities.” *F.T.C. v. Univ. Health, Inc.*, 938 F.2d 1206, 1217 (11th Cir. 1991) (citation omitted).

III. DISCUSSION

The only Defendant that contests the entry of a preliminary injunction in this case is Defendant Khublal. To hold a business owner personally liable for violations of the

alleged statutes, the plaintiff must show: (1) “the corporation committed violations of those acts for which it is liable”; and (2) “the individual knew of the deceptive practices and either participated directly in those practices or had the authority to control them.” *F.T.C. v. Primary Grp., Inc.*, 713 F. App’x 805, 806–07 (11th Cir. 2017) (per curiam) (citations omitted); see also *KC Leisure, Inc. v. Haber*, 972 So. 2d 1069, 1074 (Fla. 5th DCA 2008) (applying the same test to a FDUTPA claim).

A. Common Enterprise

Plaintiffs allege that the business Defendants, G&G, G&N, and GDP, were operating as a common enterprise. When a common enterprise exists, each corporation may be held liable for the others’ violations. *F.T.C. v. HES Merch. Servs. Co.*, 6:12-cv-1618-Orl-22KRS, 2014 WL 6863506, at *5–6 (M.D. Fla. Nov. 18, 2014), *aff’d*, 652 F. App’x 837 (11th Cir. 2016). “There is not one universal or mandatory [test] to determine whether a common enterprise exists; instead, ‘the pattern and frame-work of the whole enterprise must be taken into consideration.’” *Id.* at *5 (quoting *Del. Watch Co. v. F.T.C.*, 332 F.2d 745, 746 (2d Cir. 1964)). “[C]ourts consider a variety of factors, including: common control, the sharing of office space and officers, whether business is transacted through a maze of interrelated companies, unified advertising, and evidence which reveals that no real distinction existed between the [c]orporate [d]efendants.” *F.T.C. v. Direct Benefits Grp., LLC*, 6:11-cv-1186-Orl-28TBS, 2013 WL 3771322, at *18–19 (M.D. Fla. July 18, 2013) (quotation omitted) (collecting cases).

Having reviewed the evidence presented by Plaintiffs, this Court is convinced they have presented enough unrebutted evidence at this stage in the proceedings to show a likelihood that the business Defendants were operating as a common enterprise. At the

outset, it is undisputed that Grace de Paz, the owner of G&G, also holds a fifty percent ownership interest in G&N. (Doc. 12-9 at 11, 63–64; Doc. 46, ¶ 133). There is also evidence in the record that Khublal acted on behalf of GDP in at least one transaction. (Doc. 12-8 at 23–24). Additionally, there is ample evidence that the companies shared employees, office space, and post office boxes, (see, e.g., Doc. 12-4 at 32; Doc. 12-8 at 26, 31, 36; Doc. 12-9 at 3–4, 14, 16, 19–20; Doc. 35-1 at 8–10; Doc. 35-2 at 17–19; Doc. 35-12 at 4–5, 12–13; Doc. 35-13 at 3, 7–9, 14–22), had nearly identical scripts and welcome letters, (see, e.g., Doc. 12-6 at 11; Doc. 12-23 at 3–4, 29–31; Doc. 12-24 at 4–5; Doc. 35-1 at 16; Doc. 35-2 at 18, 20; Doc. 35-6 at 14), and comingled or exchanged funds, (see, e.g., Doc. 12-8 at 6; Doc. 12-9 at 13–14, 19). Importantly, there is evidence that Defendants GDP and G&N were both using the Dynamic Solution Group name, which was registered to G&N. (Doc. 12-8 at 33; Doc. 12-9 at 95–96; Doc. 35-7 at 13; Doc. 46-28 at 3). Based on this evidence, the Court finds that Plaintiffs have shown a likelihood of success in establishing a common enterprise among G&G, GDP, and G&N.

The record is replete with evidence of misconduct by each of the business Defendants, including G&N. Notably, Khublal does not dispute that there is adequate evidence of misconduct by G&G in the record, (Doc. 21 at 2), which is imputed to G&N under the common enterprise theory. Thus, there is adequate evidence of violations of the alleged statutes by G&N.

B. Knowledge, Participation, and Control

To hold a business owner individually liable for a violation by the company, the plaintiffs must also show “that the individual knew of the deceptive practices and either participated directly in those practices or had the authority to control them.” *Primary Grp.*,

713 F. App'x at 807 (citation omitted). "Authority to control a company's practices may be demonstrated by active participation in the corporate affairs, including assuming duties as a corporate officer." *F.T.C. v. RCA Credit Servs., LLC*, 727 F. Supp. 2d 1320, 1339 (M.D. Fla. 2010) (quotation omitted). Defendant Khublal is an owner, manager, and registered agent of G&N. (Doc. 12-9 at 63, 65; Doc. 46, ¶ 133). She is authorized to access and control the company's bank accounts and sign checks on behalf of G&N, (Doc. 12-11 at 20–21; Doc. 12-12 at 9–10), and admits that she does have access and control over the company's accounting software, bank accounts, and website, (Doc. 46, ¶ 134). She also admits that she is available to employees by telephone and generally visits the office once a month, (*id.*), where she testified that she participates in group meetings with the employees. Thus, there is sufficient evidence of authority to control. Additionally, there is record evidence of Khublal's direct participation in the conduct of G&N. (See, e.g., Doc. 12-8 at 23–24; Doc. 35-12 at 12–14).

"[K]nowledge may be established by showing that the individual had actual knowledge of the deceptive conduct, was recklessly indifferent to its deceptiveness, or had an awareness of a high probability of deceptiveness and intentionally avoided learning of the truth." *Primary Grp.*, 713 F. App'x at 807 (quotation omitted). Despite Defendant Khublal's testimony to the contrary, there is sufficient evidence of knowledge, reckless indifference, or intentional avoidance to hold her personally liable for the conduct of the business Defendants. Specifically, Khublal admitted that she knew at least one complaint had been made against G&N through the Ohio Attorney General's office. (See Doc. 35-7 at 12–13). Moreover, G&N submitted some of the allegedly violating scripts to the State of Florida with G&N's Business License Application. (Doc. 12-23 at 21–32).

Khublal is listed as the preparer of that document. (*See id.* at 27). Lastly, faced with a potential visit from a state enforcement agency, Khublal encouraged individuals present at the offices to remove evidence of certain business practices, including shredding documents, which is a strong indication of knowledge of wrongdoing. (Doc. 35-12 at 12–14). Thus, Plaintiffs have presented sufficient evidence to show a likelihood of success against Khublal individually and an injunction is in the public interest.

IV. CONCLUSION

Accordingly, for the reasons set forth in this Order, the Unopposed Motion to Enter Stipulated Preliminary Injunction with Asset Freeze, and Plaintiffs' Reply in Support of their Motion for a Preliminary Injunction with Asset Freeze (Doc. 35), this Court finds that Plaintiffs have shown entitlement to a preliminary injunction against all Defendants.

Therefore, it is **ORDERED** and **ADJUDGED** that the Unopposed Motion to Enter Stipulated Preliminary Injunction with Asset Freeze (Doc. 43) is **GRANTED** as to Defendants Gino de Paz and Grace de Paz. It is **FURTHER ORDERED** and **DECREED** as follows:

PRELIMINARY INJUNCTION

The Court, having considered the pleadings, Plaintiffs' request for preliminary injunction, and all declarations, exhibits, testimony, argument, and memorandum of law filed with respect thereto, and being otherwise advised, **FINDS** and **ORDERS** as follows:

I. FINDINGS OF FACT

A. This Court has jurisdiction over the subject matter of this case and has jurisdiction over the parties.

B. Venue, process, and service of process are proper.

C. There is good cause to believe that, in numerous instances, Defendants have sold, through telemarketing, a debt relief service to consumers by misrepresenting that consumers who purchase their service will have their credit card interest rates reduced substantially and permanently, that they will be able to pay off their credit card debt three to five times faster as a result of lowered interest rates, and that consumers will save thousands of dollars on their credit card debt. There is good cause to believe that Defendants have, on numerous instances, misrepresented that they are representatives of, or affiliated with, consumers' banks, credit card issuers, or credit card associations. There is also good cause to believe that Defendants have, on numerous instances, failed to disclose, or to disclose adequately to consumers material terms and conditions of their debt relief services, and requested or received advance payment of a fee or consideration for debt relief services and received such payment through the means of a Remotely Created Payment Order.

D. There is good cause to believe that Defendants have engaged in and are likely to engage in acts or practices that violate Section 5(a) of the Federal Trade Commission Act ("**FTC Act**"), 15 U.S.C. § 45(a), the Telemarketing Sales Rules ("**TSR**"), 16 C.F.R. §§ 310.3–310.4, and the Florida Deceptive and Unfair Trade Practices Act ("**FDUTPA**"), Fla. Stat. § 501.201 *et seq.*, and that Plaintiffs are therefore likely to prevail on the merits of this action.

E. There is good cause to believe that immediate and irreparable harm will result from Defendants' ongoing violations of the FTC Act, the TSR, and the FDUTPA unless Defendants are restrained and enjoined by order of this Court.

F. There is good cause to believe that immediate and irreparable damage to this Court's ability to grant effective final relief for consumers (including monetary restitution, rescission, disgorgement, or refunds) will occur from the sale, transfer, destruction, or other disposition or concealment by Defendants of assets, documents, records, or other evidence if Defendants are not restrained and enjoined by order of this Court.

G. Weighing the equities and considering Plaintiffs' likelihood of ultimate success on the merits, a preliminary injunction is in the public interest.

H. This Court has authority to issue this Order pursuant to Section 13(b) of the FTC Act, 15 U.S.C. § 53(b); Federal Rule of Civil Procedure 65; and the All Writs Act, 28 U.S.C. § 1651.

I. No security is required of any agency of the United States for issuance of a preliminary injunction. Fed. R. Civ. P. 65(c).

II. DEFINITIONS

For the purpose of this Order and Preliminary Injunction, the following definitions shall apply:

A. **"Asset"** includes any legal or equitable interest in, right to, or claim to, any property, wherever located and by whomever held, and all proceeds, product, offspring, rents, or profit of or from that property.

B. **"Corporate Defendant(s)"** means GDP Network LLC; G & G Success LLC, also doing business as YF Solution LLC, QSC Professionals, and G.C.D. Management LLC; and G & N Squared LLC, also doing business as Dynamic Solution Group; and each

of their subsidiaries, affiliates, successors, and assigns, and any fictitious business entities or business names created or used by these entities, or any of them.

C. **“Debt Relief Product or Service”** means any product, service, plan, or program represented, expressly or by implication, to renegotiate, settle, or in any way alter the terms of payment or other terms of the debt or obligation between a consumer and one or more creditors or debt collectors, including a reduction in the balance, interest rate, or fees owed by a consumer to a creditor or debt collector.

D. **“Defendants”** means all the Individual Defendants and Corporate Defendants, individually, collectively, or in any combination, and each of them by whatever names each might be known.

E. **“Document”** is synonymous in meaning and equal in scope to the usage of “document” and “electronically stored information” in Federal Rule of Civil Procedure 34(a), and includes writings, drawings, graphs, charts, photographs, sound and video recordings, images, Internet sites, web pages, websites, electronic correspondence, including e-mail and instant messages, contracts, accounting data, advertisements, File Transfer Protocol Logs, Server Access Logs, books, written or printed records, handwritten notes, telephone logs, telephone scripts, receipt books, ledgers, personal and business canceled checks and check registers, bank statements, appointment books, computer records, customer or sales databases and any other electronically stored information, including Documents located on remote servers or cloud computing systems, and other data or data compilations from which information can be obtained directly or, if necessary, after translation into a reasonably usable form. A draft or non-identical copy is a separate document within the meaning of the term.

F. **“Electronic Data Host”** means any person or entity in the business of storing, hosting, or otherwise maintaining electronically stored information. This includes, but is not limited to, any entity hosting a website or server, and any entity providing “cloud based” electronic storage.

G. **“Individual Defendant(s)”** means Gino de Paz, Grace de Paz, and Shabana Khublal, and by whatever other names each may be known, individually, collectively, or in any combination.

H. **“Outbound Telephone Call”** means a telephone call initiated by a Telemarketer to induce the purchase of goods or services or to solicit a charitable contribution.

I. **“Plaintiffs”** means the Federal Trade Commission (“**FTC**”) and the Office of the Attorney General, State of Florida, Department of Legal Affairs individually, collectively, or in any combination, and each of them by whatever names each might be known.

J. **“Public Health and Safety Event”** means: (1) any public health or safety emergency announced or declared by any federal, state, or local government authority; or (2) the existence of any order, regulation, or action by a federal, state, or local government authority relating to public health or safety governing or otherwise restricting public or commercial activity, such as a quarantine or stay-at-home order.

K. **“Receiver”** or **“Permanent Receiver”** means the individual appointed as receiver or permanent receiver by this Order and Preliminary Injunction and any deputy receivers that shall be named by the Permanent Receiver.

L. **“Receivership Entities”** means Corporate Defendants as well as any other entity that has conducted any business related to the marketing, promotion, offering for sale, or sale of Defendants’ debt relief service, including by receiving Assets derived from any activity that is the subject of the Complaint in this matter, and that the Receiver determines is controlled or owned by any Defendant.

M. **“Remotely Created Payment Order”** means any payment instruction or order drawn on a person’s account that is created by the payee or the payee’s agent and deposited into or cleared through the check clearing system. The term includes, without limitation, a “remotely created check.” It also includes any check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn.

N. **“Telemarketer”** means any person who, in connection with Telemarketing, initiates or receives telephone calls to or from a customer or donor.

O. **“Telemarketing”** means any plan, program, or campaign that is conducted to induce the purchase of goods or services or a charitable contribution by use of one or more telephones.

III. PROHIBITED BUSINESS ACTIVITIES

IT IS HEREBY ORDERED that Defendants and Defendants’ officers, agents, employees, and attorneys, and all other persons in active concert or participation with them, who receive actual notice of this Order and Preliminary Injunction, whether acting directly or indirectly, in connection with the advertising, marketing, promoting, or offering for sale of any goods or services, are restrained and enjoined from:

A. Misrepresenting, or assisting others in misrepresenting, expressly or by implication, any of the following:

1. That consumers who purchase Defendants' debt relief service will have their credit card interest rates reduced substantially and permanently;
2. That consumers who purchase Defendants' debt relief service will be able to pay off their credit card debt three to five times faster as a result of lowered credit card interest rates;
3. That consumers who purchase Defendants' debt relief service will save thousands of dollars on their credit card debt as a result of lowered credit card interest rates;
4. That Defendants are representatives of, or otherwise affiliated with, consumers' banks, credit card issuers, or credit card associations such as MasterCard or Visa; or
5. Any other fact material to consumers concerning any good or service, such as: the total costs; any material restrictions, limitations, or conditions; or any material aspect of its performance, efficacy, nature, or central characteristics;

B. Representing, or assisting others in representing, expressly or by implication, the benefits, performance, or efficacy of any good or service, unless the representation is non-misleading, and, at the time such representation is made, Defendants possess and rely upon competent and reliable evidence to substantiate that the representation is true; and

C. Failing to disclose, or disclose adequately, the material terms and conditions of Defendants' offer, including that Defendants' service may result in a consumer having to pay additional bank or transaction fees, such as balance transfer fees, to credit card issuers, which can total three to five percent of the amount of a consumer's transferred credit card debt.

IV. PROHIBITIONS REGARDING TELEMARKETING

IT IS FURTHER ORDERED that Defendants and Defendants' officers, agents, employees, and attorneys, and all other persons in active concert or participation with them, who receive actual notice of this Order and Preliminary Injunction, whether acting directly or indirectly, in connection with Telemarketing of any product or service, including any Debt Relief Product or Service, are restrained and enjoined from:

A. Initiating, or causing others to initiate, an Outbound Telephone Call:

1. That misrepresents, directly or by implication, any material aspect of any Debt Relief Product or Service, including but not limited to, the amount and duration of a credit card interest rate reduction that a consumer may obtain, how quickly a consumer will be able to pay off credit card debt using such service, and the amount of money that a consumer may save by using such service;
2. That misrepresents, directly or by implication, an affiliation with, or endorsement or sponsorship by, consumers' banks, credit card issuers, or credit card associations such as MasterCard and Visa; or
3. That fails to disclose, in a clear and conspicuous manner, that any Debt Relief Product or Service might result in a consumer having to pay

additional bank or transaction fees, such as balance transfer fees to credit card issuers, which typically total three to five percent of the amount of the consumer's transferred credit card debt; or

B. Violating any provision of the TSR, including, but not limited to, by:

1. Requesting or receiving payment of a fee or consideration for any Debt Relief Product or Service before: (a) they have renegotiated, settled, reduced, or otherwise altered the terms of at least one debt pursuant to a settlement agreement, debt management plan, or other such valid contractual agreement executed by the consumer; and (b) the consumer has made at least one payment pursuant to that agreement; or

2. Creating or causing to be created, directly or indirectly, a remotely created check as payment for goods or services offered or sold through telemarketing.

V. PROHIBITION ON RELEASE OF CUSTOMER INFORMATION

IT IS FURTHER ORDERED that Defendants and Defendants' officers, agents, employees, and attorneys, and all other persons in active concert or participation with them, who receive actual notice of this Order and Preliminary Injunction, whether acting directly or indirectly, are restrained and enjoined from:

A. Selling, renting, leasing, transferring, or otherwise disclosing, the name, address, birth date, telephone number, e-mail address, credit card number, bank account number, Social Security number, or other financial or identifying information of any person that any Defendant obtained in connection with any activity that pertains to the subject matter of this Order; or

B. Benefiting from or using the name, address, birth date, telephone number, e-mail address, credit card number, bank account number, Social Security number, or other financial or identifying information of any person that any Defendant obtained in connection with any activity that pertains to the subject matter of this Order.

Provided, however, that Defendants may disclose such identifying information to a law enforcement agency, to their attorneys as required for their defense, as required by any law, regulation, or court order, or in any filings, pleadings or discovery in this action in the manner required by the Federal Rules of Civil Procedure and by any protective order in the case.

VI. ASSET FREEZE

IT IS FURTHER ORDERED that Defendants and Defendants' officers, agents, employees, and attorneys, and all other persons in active concert or participation with them, who receive actual notice of this Order and Preliminary Injunction, whether acting directly or indirectly, are restrained and enjoined from:

A. Transferring, liquidating, converting, encumbering, pledging, loaning, selling, concealing, dissipating, disbursing, assigning, relinquishing, spending, withdrawing, granting a lien or security interest or other interest in, or otherwise disposing of any Assets that are:

1. owned, controlled, or held, in whole or in part, by any Defendant;
2. held, in whole or in part, for the direct or indirect benefit of, any Defendant;
3. in the actual or constructive possession of any Defendant;

4. owned or controlled by, or in the actual or constructive possession of, or otherwise held for the benefit of, any corporation, partnership, asset protection trust, or other entity that is directly or indirectly owned, managed, or controlled by any Defendant;

B. Opening or causing to be opened any safe deposit boxes, commercial mail boxes, or storage facilities titled in the name of any Defendant, either individually or jointly, or subject to access by, or under the control of, any Defendant, except as necessary to comply with written requests from the Receiver acting pursuant to its authority under this Order, and after providing Plaintiffs prior notice and an opportunity to inspect the contents to determine that they contain no Assets covered by this Section;

C. Incurring charges or cash advances on any credit, debit, or ATM card issued in the name, individually or jointly, of any Corporate Defendant or any corporation, partnership, or other entity directly or indirectly owned, managed, or controlled by any Defendant or of which any Defendant is an officer, director, member, or manager. This includes any corporate bankcard or corporate credit card account for which any Defendant is, or was at the time this Court's TRO, an authorized signor; or

D. Depositing or cashing any checks or depositing any money orders or cash received from consumers, clients, or customers of any Defendant.

The assets affected by this Section shall include: (1) all Assets of Defendants as of the time this Court's TRO was entered on July 10, 2020; and (2) Assets obtained by Defendants after this Order and Preliminary Injunction is entered if those Assets are derived from any activity that is the subject of the Complaint in this matter or that is prohibited by this Order and Preliminary Injunction. This Section does not prohibit any

transfers of Assets to the Receiver or agreed to in writing by Plaintiffs, or repatriation of foreign Assets specifically required by this Order and Preliminary Injunction.

VII. DUTIES OF ASSET HOLDERS AND OTHER THIRD PARTIES

IT IS FURTHER ORDERED that any financial or brokerage institution, Electronic Data Host, credit card processor, payment processor, merchant bank, acquiring bank, independent sales organization, third party processor, payment gateway, insurance company, business entity, or person who receives actual notice of this Order and Preliminary Injunction (by service or otherwise) and that: (a) holds, controls, or maintains custody, through an account or otherwise, of any Document on behalf of any Defendant or any Asset that is: owned or controlled, directly or indirectly, by any Defendant; held, in part or in whole, for the benefit of any Defendant; in the actual or constructive possession of any Defendant; or owned or controlled by, in the actual or constructive possession of, or otherwise held for the benefit of, any corporation, partnership, asset protection trust, or other entity that is directly or indirectly owned, managed or controlled by any Defendant; (b) holds, controls, or maintains custody of any Document or Asset associated with credits, debits, or charges made on behalf of any Defendant, including reserve funds held by payment processors, credit card processors, merchant banks, acquiring banks, independent sales organizations, third party processors, payment gateways, insurance companies, or other entities; or (c) has held, controlled, or maintained custody of any such Document, Asset, or account at any time since the date of entry of this Order and Preliminary Injunction shall:

A. Hold, preserve, and retain within its control and prohibit the withdrawal, removal, alteration, assignment, transfer, pledge, encumbrance, disbursement,

dissipation, relinquishment, conversion, sale, or other disposal of any such Document or Asset, as well as all Documents or other property related to such Assets, except by further order of this Court;

B. Deny any Person, except the Receiver, access to any safe deposit box, commercial mailbox, or storage facility that is titled in the name of any Defendant, either individually or jointly, or otherwise subject to access by any Defendant;

C. Unless previously submitted in full compliance with the TRO, provide Plaintiffs' counsel and the Receiver, within three business days of receiving a copy of this Order and Preliminary Injunction, a sworn statement setting forth, for each Asset or account covered by this Section:

1. the identification number of each such account or Asset;
2. the balance of each such account, or a description of the nature and value of each such Asset as of the close of business on the day on which this Order and Preliminary Injunction is served and, if the account or 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 Asset was remitted; and
3. the identification of any safe deposit box, commercial mailbox, or storage facility that is either titled in the name, individually or jointly, of any Defendant, or is otherwise subject to access by any Defendant; and

D. Within five business days of a request from any Plaintiff or the Receiver, promptly provide Plaintiffs' counsel and the Receiver with copies of all records or other documents pertaining to such account or Asset, including originals or copies of account

applications, account statements, signature cards, checks, drafts, deposit tickets, transfers to and from the accounts, including wire transfers and wire transfer instructions, all other debit and credit instruments or slips, currency transaction reports, 1099 forms, and all logs and records pertaining to such safe deposit boxes, commercial mail boxes, and storage facilities.

Provided, however, that this Section does not prohibit any transfers to the Receiver or agreed to in writing by Plaintiffs, or repatriation of foreign Assets specifically required by this Order and Preliminary Injunction.

VIII. FINANCIAL REPORTS

IT IS FURTHER ORDERED that, unless previously submitted in full compliance with the TRO, each Defendant, within five days of entry of this Order and Preliminary Injunction, shall prepare and deliver to Plaintiffs' counsel and the Receiver:

- A. Completed financial statements on the forms attached to the TRO as Attachment B (Financial Statement of Corporate Defendant); and
- B. Completed Attachment C to the TRO (IRS Form 4506, Request for Copy of a Tax Return).

IX. FOREIGN ASSET REPATRIATION

IT IS FURTHER ORDERED that, unless completed in full compliance with the TRO, within five days following entry of this Order and Preliminary Injunction, each Defendant shall:

- A. Provide Plaintiffs' counsel and the Receiver with a full accounting, verified under oath and accurate as of the date of this Order, of all Assets, Documents, and accounts outside of the United States which are: (1) titled in the name, individually or

jointly, of any Defendant; (2) held by any person or entity for the benefit of any Defendant or for the benefit of, any corporation, partnership, asset protection trust, or other entity that is directly or indirectly owned, managed, or controlled by any Defendant; or (3) under the direct or indirect control, whether jointly or singly, of any Defendant;

B. Take all steps necessary to provide Plaintiffs' counsel and Receiver access to all Documents and records that may be held by third parties located outside of the territorial United States, including signing the Consent to Release of Financial Records appended to the TRO as Attachment D;

C. Transfer to the territory of the United States any and all Documents and Assets located in foreign countries which are: (1) titled in the name, individually or jointly, of any Defendant; (2) held by any person or entity for the benefit of any Defendant or for the benefit of any corporation, partnership, asset protection trust, or other entity that is directly or indirectly owned, managed or controlled by any Defendant; or (3) under the direct or indirect control, whether jointly or singly, of any Defendant; and

D. The same business day as any repatriation: (1) notify the Receiver and counsel for Plaintiffs of the name and location of the financial institution or other entity that is the recipient of such Documents or Assets; and (2) serve this Order and Preliminary Injunction on any such financial institution or other entity.

X. NON-INTERFERENCE WITH REPATRIATION

IT IS FURTHER ORDERED that Defendants and Defendants' officers, agents, employees, and attorneys, and all other persons in active concert or participation with them, who receive actual notice of this Order and Preliminary Injunction, whether acting directly or indirectly, are restrained and enjoined from taking any action, directly or

indirectly, which may result in the encumbrance or dissipation of foreign Assets, or in the hindrance of the repatriation required by this Order and Preliminary Injunction, including:

A. Sending any communication 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 Defendants’ Assets have been fully repatriated pursuant to this Order and Preliminary Injunction; or

B. Notifying any trustee, protector or other agent of any foreign trust or other related entities of either the existence of this Order and Preliminary Injunction, or of the fact that repatriation is required pursuant to a court order, until such time that all Defendants’ Assets have been fully repatriated pursuant to this Order and Preliminary Injunction.

XI. CONSUMER CREDIT REPORTS

IT IS FURTHER ORDERED that Plaintiffs may obtain credit reports concerning any Defendants pursuant to Section 604(a)(1) of the Fair Credit Reporting Act, 15 U.S.C. § 1681b(a)(1), and that, upon written request, any credit reporting agency from which such reports are requested shall provide them to Plaintiffs.

XII. PRESERVATION OF RECORDS

IT IS FURTHER ORDERED that Defendants and Defendants’ officers, agents, employees, and attorneys, and all other persons in active concert or participation with them, who receive actual notice of this Order and Preliminary Injunction, whether acting directly or indirectly, are restrained and enjoined from:

A. Destroying, erasing, falsifying, writing over, mutilating, concealing, altering, transferring, or otherwise disposing of, in any manner, directly or indirectly, Documents that relate to: (1) the business, business practices, Assets, or business or personal finances of any Defendant; (2) the business practices or finances of entities directly or indirectly under the control of any Defendant; or (3) the business practices or finances of entities directly or indirectly under common control with any other Defendant; or

B. Failing to create and maintain Documents that, in reasonable detail, accurately, fairly, and completely reflect Defendants' incomes, disbursements, transactions, and use of Defendants' Assets.

XIII. REPORT OF NEW BUSINESS ACTIVITY

IT IS FURTHER ORDERED that Defendants and Defendants' officers, agents, employees, and attorneys, and all other persons in active concert or participation with them, who receive actual notice of this Order and Preliminary Injunction, whether acting directly or indirectly, are restrained and enjoined from creating, operating, or exercising any control over any business entity, whether newly formed or previously inactive, including any partnership, limited partnership, joint venture, sole proprietorship, or corporation, without first providing Plaintiffs' counsel and the Receiver with a written statement disclosing: (1) the name of the business entity; (2) any fictitious business names associated with the entity; (3) the address and telephone number of the business entity; (4) the state of incorporation or organization of the business entity; (5) the Employee Identification Number or Federal Employer Identification Number of the business entity; (6) the names of the business entity's officers, directors, principals,

managers, and employees; and (7) a detailed description of the business entity's intended activities.

XIV. APPOINTMENT OF PERMANENT RECEIVER

IT IS FURTHER ORDERED that Johnathan E. Perlman is appointed as Permanent Receiver of the Receivership Entities, with the full power of an equity receiver, and pursuant to section 501.207(3) of the Florida Statutes. The Receiver shall be solely the agent of this Court in acting as Receiver under this Order and Preliminary Injunction.

XV. DUTIES AND AUTHORITY OF RECEIVER

IT IS FURTHER ORDERED that the Receiver is directed and authorized to accomplish the following:

A. Assume full control of Receivership Entities by removing, as the Receiver deems necessary or advisable, any director, officer, independent contractor, employee, attorney, or agent of any Receivership Entity from control of, management of, or participation in, the affairs of the Receivership Entity;

B. Take exclusive custody, control, and possession of all Assets and Documents of, or in the possession, custody, or under the control of, any Receivership Entity, wherever situated;

C. Conserve, hold, manage, and prevent the loss of all Assets of the Receivership Entities, and perform all acts necessary or advisable to preserve the value of those Assets. The Receiver shall assume control over the income and profits therefrom and all sums of money now, hereafter due, or owing to the Receivership Entities. The Receiver shall have full power to sue for, collect, and receive all Assets of the Receivership Entities and of other persons or entities whose interests are now under the

direction, possession, custody, or control of the Receivership Entities. *Provided, however,* that the Receiver shall not attempt to collect any amount from a consumer if the Receiver believes the consumer's debt to the Receivership Entities has resulted from the deceptive acts or practices or other violations of law alleged in the Complaint in this matter, without prior Court approval;

D. Obtain, conserve, hold, manage, and prevent the loss of all Documents of the Receivership Entities and perform all acts necessary or advisable to preserve such Documents. The Receiver shall: divert mail; preserve all Documents of the Receivership Entities that are accessible via electronic means (such as online access to financial accounts and access to electronic documents held onsite or by Electronic Data Hosts by changing usernames, passwords, or other log-in credentials); take possession of all electronic Documents of the Receivership Entities stored onsite or remotely; take whatever steps necessary to preserve all such Documents; and obtain the assistance of the FTC's Digital Forensic Unit for the purpose of obtaining electronic documents stored onsite or remotely;

E. Choose, engage, and employ attorneys, accountants, appraisers, and other independent contractors and technical specialists, as the Receiver deems advisable or necessary in the performance of duties and responsibilities under the authority granted by this Order and Preliminary Injunction;

F. 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 and Preliminary Injunction, and to incur, or authorize the making of, such agreements as may be necessary and advisable in discharging his or her duties

as Receiver. The Receiver shall apply to the Court for prior approval of any payment of any debt or obligation incurred by the Receivership Entities prior to the date of entry of this Order and Preliminary Injunction, except payments that the Receiver deems necessary or advisable to secure Assets of the Receivership Entities, such as rental payments;

G. Take all steps necessary to secure and take exclusive custody of each location from which the Receivership Entities operate their businesses. Such steps may include, as the Receiver deems necessary or advisable: (1) securing the location by changing the locks and alarm codes and disconnecting any Internet access or other means of access to the computers, servers, internal networks, or other records maintained at that location; and (2) requiring any persons present at the location to leave the premises, to provide the Receiver with proof of identification, or to demonstrate to the satisfaction of the Receiver that such persons are not removing from the premises Documents or Assets of the Receivership Entities. Law enforcement personnel, including police or sheriffs, may assist the Receiver in implementing these provisions in order to keep the peace and maintain security. If requested by the Receiver, the United States Marshal will provide appropriate and necessary assistance to the Receiver to implement this Order and Preliminary Injunction and is authorized to use any necessary and reasonable force to do so;

H. Take all steps necessary to prevent the modification, destruction, or erasure of any web page or website registered to and operated, in whole or in part, by any Defendants, and to provide access to all such web pages or websites to Plaintiffs' representatives, agents, and assistants, as well as Defendants and their representatives;

I. Enter into and cancel contracts and purchase insurance as advisable or necessary;

J. Prevent the inequitable distribution of Assets and determine, adjust, and protect the interests of consumers who have transacted business with the Receivership Entities;

K. Make an accounting, as soon as practicable, of the Assets and financial condition of the receivership and file the accounting with the Court and deliver copies thereof to all parties;

L. Institute, compromise, adjust, appear in, intervene in, defend, dispose of, or otherwise become party to any legal action in state, federal, or foreign courts or arbitration proceedings as the Receiver deems necessary and advisable to preserve or recover the Assets of the Receivership Entities, or to carry out the Receiver's mandate under this Order and Preliminary Injunction, including actions challenging fraudulent or voidable transfers;

M. Issue subpoenas to obtain Documents and records pertaining to the receivership and conduct discovery in this action on behalf of the receivership estate, in addition to obtaining other discovery as set forth in this Order and Preliminary Injunction;

N. Open one or more bank accounts at designated depositories for funds of the Receivership Entities. The Receiver shall deposit all funds of the Receivership Entities in such designated accounts and shall make all payments and disbursements from the receivership estate from such accounts. The Receiver shall serve copies of monthly account statements on all parties;

O. Maintain accurate records of all receipts and expenditures incurred as Receiver;

P. Allow Plaintiffs' representatives, agents, and assistants, as well as Defendants and their representatives, reasonable access to the premises of the Receivership Entities, or any other premises where the Receivership Entities conduct business. The purpose of this access shall be to inspect and copy any and all books, records, Documents, accounts, and other property owned by, or in the possession of, the Receivership Entities or their agents. The Receiver shall have the discretion to determine the time, manner, and reasonable conditions of such access;

Q. Allow Plaintiffs' representatives, agents, and assistants, as well as Defendants and their representatives, reasonable access to all Documents in the possession, custody, or control of the Receivership Entities;

R. Cooperate with reasonable requests for information or assistance from any state or federal civil or criminal law enforcement agency;

S. Suspend business operations of the Receivership Entities if, in the judgment of the Receiver, such operations cannot be continued legally and profitably;

T. If the Receiver identifies a nonparty entity as a Receivership Entity, promptly notify the entity as well as the parties, and inform the entity that it can challenge the Receiver's determination by filing a motion with the Court. *Provided, however,* that the Receiver may delay providing such notice until the Receiver has established control of the non-party entity and its assets and records, if the Receiver determines that notice to the entity or the parties before the Receiver establishes control over the entity may result

in the destruction of records, dissipation of assets, or any other obstruction of the Receiver's control of the entity; and

U. If in the Receiver's judgment the business operations cannot be continued legally and profitably, take all steps necessary to ensure that any of the Receivership Entities' web pages or websites relating to the activities alleged in the Complaint cannot be accessed by the public, or are modified for consumer education or informational purposes, and take all steps necessary to ensure that any telephone numbers associated with the Receivership Entities cannot be accessed by the public, or are answered solely to provide consumer education or information regarding the status of operations.

V. Pursuant to section 501.207(3) of the Florida Statutes, the Receiver is authorized to bring actions in the name of and on behalf of the Receivership Entities or enterprise, without regard to any wrongful acts that were committed by the Receivership Entities including their owners, officers, employees, or agents.

Provided, however, that the Receiver may delay undertaking any of the duties set forth in this Section to the extent that the Receiver determines that a Public Health or Safety Event prevents the Receiver from undertaking such duties safely; and provided, further, that any such delay shall not be deemed a failure of the Receiver to exercise his obligations.

XVI. TRANSFER OF RECEIVERSHIP PROPERTY TO RECEIVER

IT IS FURTHER ORDERED that Defendants, Defendants' officers, agents, employees, and attorneys, all other persons in active concert or participation with any of them, and any other person with possession, custody or control of property of, or records relating to, the Receivership Entities shall, upon notice of this Order and Preliminary

Injunction by personal service or otherwise, fully cooperate with and assist the Receiver in taking and maintaining possession, custody, or control of the Assets and Documents of the Receivership Entities and immediately upon the written or oral instruction of the Receiver, transfer or deliver to the Receiver possession, custody, and control of, the following:

- A. All Assets held by or for the benefit of the Receivership Entities;
- B. All Documents of or pertaining to the Receivership Entities;
- C. All computers, electronic devices, mobile devices, and machines used to conduct the business of the Receivership Entities;
- D. All Assets and Documents belonging to other persons or entities whose interests are under the direction, possession, custody, or control of the Receivership Entities; and
- E. All keys, codes, usernames, and passwords necessary to gain or to secure access to any Assets or Documents of or pertaining to the Receivership Entities, including access to their business premises, means of communication, accounts, computer systems (onsite and remote), Electronic Data Hosts, or other property.

In the event that any person or entity fails to deliver or transfer any Asset or Document, or otherwise fails to comply with any provision of this Section, the Receiver may file an Affidavit of Non-Compliance regarding the failure and a motion seeking compliance or a contempt citation. Upon the filing of the affidavit, the Court may authorize, without additional process or demand, Writs of Possession or Sequestration or other equitable writs requested by the Receiver. The writs shall authorize and direct the United States Marshal, any sheriff or deputy sheriff of any county, or any other federal or state

law enforcement officer, to seize the asset, document, or other thing and to deliver it to the Receiver.

XVII. PROVISION OF INFORMATION TO RECEIVER

IT IS FURTHER ORDERED that Defendants shall provide to the Receiver, immediately upon request, the following:

A. A list of all Assets and accounts of the Receivership Entities that are held in any name other than the name of a Receivership Entity, or by any person or entity other than a Receivership Entity;

B. A list of all agents, employees, officers, attorneys, servants, and those persons in active concert and participation with the Receivership Entities or who have been associated or done business with the Receivership Entities; and

C. A description of any Documents covered by attorney-client privilege or attorney work product, including files where such Documents are likely to be located, authors or recipients of such Documents, and search terms likely to identify such electronic Documents.

XVIII. COOPERATION WITH THE RECEIVER

IT IS FURTHER ORDERED that Defendants; Receivership Entities; Defendants' or Receivership Entities' officers, agents, employees, and attorneys, all other persons in active concert or participation with any of them, and any other person with possession, custody, or control of property of or records relating to the Receivership Entities who receive actual notice of this Order and Preliminary Injunction shall fully cooperate with and assist the Receiver. This cooperation and assistance shall include providing information to the Receiver that the Receiver deems necessary to exercise the authority

and discharge the responsibilities of the Receiver under this Order and Preliminary Injunction; providing any keys, codes, usernames, and passwords required to access any computers, electronic devices, mobile devices, and machines (onsite or remotely) and any cloud account (including specific method to access account) or electronic file in any medium; advising all persons who owe money to any Receivership Entity that all debts should be paid directly to the Receiver; transferring funds at the Receiver's direction; and producing records related to the Assets and sales of the Receivership Entities.

XIX. NON-INTERFERENCE WITH THE RECEIVER

IT IS FURTHER ORDERED that Defendants; Receivership Entities; Defendants' or Receivership Entities' officers, agents, employees, attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order and Preliminary Injunction, and any other person served with a copy of this Order and Preliminary Injunction, are restrained and enjoined from directly or indirectly:

- A. Interfering with the Receiver's efforts to manage, or take custody, control, or possession of the Assets or Documents subject to the receivership;
- B. Transacting any of the business of the Receivership Entities;
- C. Transferring, receiving, altering, selling, encumbering, pledging, assigning, liquidating, or otherwise disposing of any Assets owned, controlled, or in the possession or custody of, or in which an interest is held or claimed by, the Receivership Entities; or
- D. Refusing to cooperate with the Receiver or the Receiver's duly authorized agents in the exercise of their duties or authority under any order of this Court.

XX. STAY OF ACTIONS

IT IS FURTHER ORDERED that, except by leave of this Court, during the pendency of the receivership ordered herein, Defendants, Defendants' officers, agents, employees, attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order and Preliminary Injunction, and their corporations, subsidiaries, divisions, or affiliates, and all investors, creditors, stockholders, lessors, customers and other persons seeking to establish or enforce any claim, right, or interest against or on behalf of Defendants, and all others acting for or on behalf of such persons, are enjoined from taking action that would interfere with the exclusive jurisdiction of this Court over the Assets or Documents of the Receivership Entities, including:

A. Filing or assisting in the filing of a petition for relief under the Bankruptcy Code, 11 U.S.C. § 101 *et seq.*, or of any similar insolvency proceeding on behalf of the Receivership Entities;

B. Commencing, prosecuting, or continuing a judicial, administrative, or other action or proceeding against the Receivership Entities, including the issuance or employment of process against the Receivership Entities, except that such actions may be commenced, if necessary, to toll any applicable statute of limitations; or

C. Filing or enforcing any lien on any asset of the Receivership Entities, taking or attempting to take possession, custody, or control of any Asset of the Receivership Entities; or attempting to foreclose, forfeit, alter, or terminate any interest in any Asset of the Receivership Entities, whether such acts are part of a judicial proceeding, are acts of self-help, or otherwise.

Provided, however, that this Order and Preliminary Injunction does not stay: (1) the commencement or continuation of a criminal action or proceeding; (2) the commencement or continuation of an action or proceeding by a governmental unit to enforce such governmental unit's police or regulatory power; or (3) the enforcement of a judgment, other than a money judgment, obtained in an action or proceeding by a governmental unit to enforce such governmental unit's police or regulatory power.

XXI. COMPENSATION OF RECEIVER

IT IS FURTHER ORDERED that the Receiver and all persons hired by the Receiver as authorized under this Order and Preliminary Injunction, including counsel to the Receiver and accountants, are entitled to reasonable compensation for the performance of duties pursuant to this Order and Preliminary Injunction and for the cost of actual out-of-pocket expenses incurred by them, from the Assets now held by, in the possession or control of, or which may be received by, the Receivership Entities. The Receiver shall file with the Court, and serve on the parties, periodic requests for the payment of such reasonable compensation, with the first such request filed no more than sixty days after the date of entry of this Order and Preliminary Injunction. The Receiver shall not increase the hourly rates used as the bases for such fee applications without prior approval of the Court.

XXII. IMMEDIATE ACCESS TO BUSINESS OFFICES AND RECORDS

IT IS FURTHER ORDERED that:

A. To allow Plaintiffs and the Receiver to preserve Assets and evidence relevant to this action and to expedite discovery and unless Plaintiffs or the Receiver determines that a Public Health or Safety Event makes it unsafe for Plaintiffs or the

Receiver to do so, Plaintiffs and the Receiver, and their representatives, agents, contractors, and assistants, shall have immediate access to any business premises and storage facilities, owned, controlled, or used by the Receivership Entities. Such locations include: (a) 7616 Southland Boulevard, Suite 118, Orlando, Florida 32809; (b) 7800 Southland Boulevard, Suite 210, Orlando, Florida 32809; (c) 7649 West Colonial Drive, Suite 120, Orlando, Florida 32818, and (d) any offsite location or commercial mailbox used by the Receivership Entities. The Receiver may exclude Defendants, Receivership Entities, and their employees from the business premises during the immediate access. In the event of a Public Health or Safety Event, the Receiver may, if the Receiver determines it safe to do so, enter any of Defendants' business premises after business hours. Any landlord, management office, security office, or any other person or entity that controls access to any such business premises shall, immediately upon receiving notice of this Order and Preliminary Injunction, cooperate with the Receiver and take whatever steps necessary to allow the Receiver access to such business premises after business hours; and such persons or entities are prohibited from notifying Defendants of the existence of this Order and Preliminary Injunction or the Receiver's entry into the business premises until the Receiver has notified such persons or entities in writing that the Receiver has secured such business premises;

B. Plaintiffs and the Receiver, and their representatives, agents, contractors, and assistants, are authorized to obtain the assistance of federal, state, and local law enforcement officers as they deem necessary to effect service and to implement peacefully the provisions of this Section;

C. Plaintiffs and the Receiver, and their representatives, agents, contractors, and assistants, are authorized to remove Documents from the Receivership Entities' premises in order that they may be inspected, inventoried, and copied. Plaintiffs shall return any removed materials to the Receiver within five business days of completing inventorying and copying, or such time as is agreed upon by Plaintiffs and the Receiver;

D. Plaintiffs' access to the Receivership Entities' Documents pursuant to this Section shall not provide grounds for any Defendant to object to any subsequent request for Documents served by Plaintiffs;

E. If any Documents, computers, or electronic storage devices containing information related to the business practices or finances of the Receivership Entities are at a location other than those listed herein, including personal residences of any Defendant, then, immediately upon the written or oral instruction of the Receiver, Defendants and Receivership Entities shall produce to the Receiver all such Documents, computers, and electronic storage devices, along with any codes or passwords needed for access. In order to prevent the destruction of computer data upon entry of this Order and Preliminary Injunction, any such computers or electronic storage devices shall be powered down in the normal course of the operating system used on such devices and shall not be powered up or used until produced for copying and inspection. Defendants are precluded from introducing in any proceeding in this case any Document not so produced; and

F. If any communications or records of any Receivership Entity are stored with an Electronic Data Host, such Entity shall, immediately upon receiving notice of this Order and Preliminary Injunction, provide the Receiver with the username, passwords, and any

other login credential needed to access the communications and records, and shall not attempt to access, or cause a third-party to attempt to access, the communications or records.

XXIII. DISTRIBUTION OF ORDER BY DEFENDANTS

IT IS FURTHER ORDERED that Defendants shall immediately provide a copy of this Order and Preliminary Injunction to each affiliate, telemarketer marketer, sales entity, successor, assign, member, officer, director, employee, agent, independent contractor, client, attorney, spouse, subsidiary, division, and representative of any Defendant, and shall, within ten days from the date of entry of this Order and Preliminary Injunction, provide Plaintiffs' counsel and the Receiver with a sworn statement that this provision of the Order and Preliminary Injunction has been satisfied, which statement shall include the names, physical addresses, phone number, and e-mail addresses of each such person or entity who received a copy of the Order and Preliminary Injunction. Furthermore, Defendants shall not take any action that would encourage officers, agents, members, directors, employees, salespersons, independent contractors, attorneys, subsidiaries, affiliates, successors, assigns, or other persons or entities in active concert or participation with them to disregard this Order and Preliminary Injunction or believe that they are not bound by its provisions.

XXIV. EXPEDITED DISCOVERY

IT IS FURTHER ORDERED that, notwithstanding the provisions of Federal Rules of Civil Procedure 26(d) and (f) and 30(a)(2)(A)(iii), and pursuant to Federal Rules of Civil Procedure 30(a), 34, and 45, Plaintiffs and the Receiver are granted leave, at any time after entry of this Order and Preliminary Injunction, to conduct limited expedited discovery

for the purpose of discovering: (1) the nature, location, status, and extent of Defendants' Assets; (2) the nature, location, and extent of Defendants' business transactions and operations; (3) Documents reflecting Defendants' business transactions and operations; or (4) compliance with this Order and Preliminary Injunction. The limited expedited discovery set forth in this Section shall proceed as follows:

A. Plaintiffs and the Receiver may take the deposition of parties and non-parties. Seven days' notice shall be sufficient notice for such depositions. The limitations and conditions set forth in Federal Rules of Civil Procedure 30(a)(2)(B) and 31(a)(2)(B) regarding subsequent depositions of an individual shall not apply to depositions taken pursuant to this Section. Any such deposition taken pursuant to this Section shall not be counted towards the deposition limit set forth in Federal Rules of Civil Procedure 30(a)(2)(A) and 31(a)(2)(A), and depositions may be taken by telephone or other remote electronic means.

B. Plaintiffs and the Receiver may serve upon parties requests for production of Documents or inspection that require production or inspection within five days of service, *provided, however*, that three days of notice shall be deemed sufficient for the production of any such Documents that are maintained or stored only in an electronic format.

C. Plaintiffs and the Receiver may serve upon the parties interrogatories that require response within five days of service.

D. Plaintiffs and the Receiver may serve subpoenas upon non-parties that direct production or inspection within five days of service.

E. Service of discovery taken pursuant to this Section, shall be sufficient if made by facsimile, e-mail, or by overnight delivery.

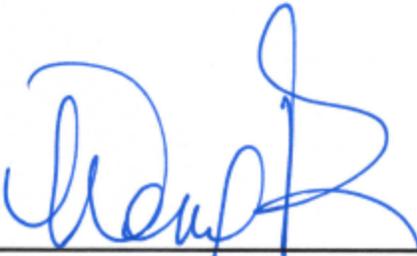
F. Any expedited discovery taken pursuant to this Section is in addition to, and is not subject to, the limits on discovery set forth in the Federal Rules of Civil Procedure and the Local Rules of this Court. The expedited discovery permitted by this Section does not require a meeting or conference of the parties, pursuant to Federal Rule of Civil Procedure 26(d) and (f).

G. The parties are exempted from making initial disclosures under Federal Rule of Civil Procedure 26(a)(1) until further order of this Court.

XXV. SERVICE OF THIS ORDER

IT IS FURTHER ORDERED that copies of this Order and Preliminary Injunction may be served by any means, including facsimile transmission, electronic mail or other electronic messaging, personal or overnight delivery, United States Mail or FedEx, by agents and employees of Plaintiffs, by any law enforcement agency, or by private process server, upon any Defendant or any person (including any financial institution) that may have possession, custody, or control of any Asset or Document of any Defendant, or that may be subject to any provision of this Order and Preliminary Injunction pursuant to Federal Rule of Civil Procedure 65(d)(2). For purposes of this Section, service upon any branch, subsidiary, affiliate, or office of any entity shall effect service upon the entire entity.

DONE AND ORDERED in Orlando, Florida on August 14, 2020.



WENDY W. BERGER
UNITED STATES DISTRICT JUDGE

Copies furnished to:

Counsel of Record