

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

Case No. 06-20168 - CIV

U.S. District Judge Altonaga / U.S. Magistrate Judge Turnoff

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

REMOTE RESPONSE CORPORATION,  
et. al.,

Defendants.

**AMENDED<sup>1</sup> STIPULATED FINAL ORDER FOR PERMANENT INJUNCTION AND  
MONETARY JUDGMENT AS TO DEFENDANTS REMOTE RESPONSE  
CORPORATION, ALBERTO SALAMA, SAMUEL SALAMA, AND ELIAS SALAMA**

The Federal Trade Commission (the “Commission” or “FTC”) filed this action, pursuant to Sections 13(b) and 19 of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 53(b) and 57b, against Remote Response Corporation (also doing business as Amerikash, Global-Amerikash, Instant Way, and Amerikhealth) (“Remote Response”), Alberto M. Salama (“Alberto Salama”), Samuel M. Salama (“Samuel Salama”), Elias M. Salama (“Elias Salama”), Joseph Bensabat (“Bensabat”), Instant Way Corporation (“Instant Way”), and German Espitia (“Espitia”). The First Amended Complaint alleges violations of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a); the Telemarketing and Consumer Fraud and Abuse Prevention Act (“Telemarketing Act”), 15 U.S.C. §§ 6101 *et seq.*; the Telemarketing Sales Rule (“TSR”),

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<sup>1</sup> The Order has been amended to reflect the parties’ signatures.

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16 C.F.R. Part 310; the Electronic Fund Transfer Act (“EFTA”), 15 U.S.C. §§ 1693-1693r; and Section 205.10(b) of Regulation E, 12 C.F.R. § 205.10(b) (“Regulation E”).

The Commission filed the initial complaint, which named Espitia, Instant Way, Alberto Salama, and Remote Response, on January 23, 2006, along with a motion for a temporary restraining order, appointment of receivers, and asset freezes. On February 15, 2006, the Court entered the Stipulated Preliminary Injunction With Asset Freeze, Appointment of Permanent Receivers, and Other Equitable Relief (“First Preliminary Injunction”) as to Defendants Remote Response, Instant Way, Espitia, and Alberto Salama. Defendants Remote Response and Alberto Salama each filed separate answers on February 23, 2006. On June 5, 2006, the Commission filed its First Amended Complaint, which made no change to the substantive allegations of the complaint, but named Elias Salama, Samuel Salama, and Bensabat as defendants. On June 20, 2006, the Court entered the Stipulated Preliminary Injunction With Asset Freeze and Other Equitable Relief as to Defendants Elias Salama and Samuel Salama (“Second Preliminary Injunction”). On June 21, 2006, Defendants Alberto Salama, Elias Salama, and Samuel Salama (collectively and individually, “the Salama Defendants”) and Remote Response each separately filed answers to the First Amended Complaint.

The Commission, through its undersigned attorneys, and Defendant Remote Response and the Salama Defendants ( individually and collectively “Defendants”), through their undersigned attorneys, stipulate to entry of this Stipulated Final Order for Permanent Injunction and Monetary Judgment (“Order”) to resolve all matters of dispute between them.

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**IT IS THEREFORE STIPULATED, AGREED, AND ORDERED AS FOLLOWS:**

**FINDINGS**

1. This Court has jurisdiction of the subject matter of this case and over all parties hereto.
2. Venue in the Southern District of Florida is proper under 28 U.S.C. §§ 1391(b) and (c) and 15 U.S.C. § 53(b).
3. The alleged actions of Defendants are in or affecting commerce, as defined in Section 4 of the FTC Act, 15 U.S.C. § 44.
4. The allegations of the First Amended Complaint state a claim upon which relief can be granted against Defendants under Sections 5(a), 13(b), and 19 of the FTC Act, 15 U.S.C. §§ 45(a), 53(b), and 57b; the Telemarketing Act, 15 U.S.C. §§ 6101 *et seq.*; the TSR, 16 C.F.R. Part 310; Section 907(a) of the EFTA, 15 U.S.C. § 1693e(a); and Section 205.10(b) of Regulation E, 12 C.F.R. § 205.10(b).
5. The First Amended Complaint alleges that Defendants were unjustly enriched, and that consumers throughout the United States have suffered injury as a result of Defendants' unlawful acts or practices in the amount of total sales to consumers of \$4,163,558.35.
6. This order is remedial in nature and shall not be construed as the payment of a fine, penalty, punitive assessment, or forfeiture.
7. The entry of this Order, as set forth below, is in the public interest, and there being no just reason for delay, the Clerk of the Court is directed to enter final judgment immediately.
8. This Order shall not be construed as an admission of liability by Defendants for the unfair or deceptive trade practices or other violations of law alleged in the First Amended Complaint.

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9. Defendants have waived all rights to seek judicial review or otherwise challenge or contest the validity of this Order, and further waive and release any claim they may have against the FTC, its employees, and agents, including any claims that may arise for attorneys' fees or other costs under the Equal Access to Justice Act, 28 U.S.C. § 2412, *as amended*.

10. The parties shall each bear their own costs and attorneys' fees incurred in this action.

**DEFINITIONS**

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

1. "Advance fee credit card" means a credit card offered for sale in exchange for a fee or similar payment by the purchaser prior to issuance of a credit card or account.
2. "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, effects, leaseholds, premises, mail or other deliveries, shares of stock, lists of consumer names, inventory, checks, notes, accounts, credits, receivables, funds, and all cash, wherever located.
3. "ATM card" means a card used in an automated teller machine ("ATM") which may access a credit or a debit account to obtain funds, complete banking inquiries, and/or fund transfers between accounts.
4. "Consumer" means a purchaser, customer, subscriber, or natural person.
5. "Credit card" means any card, plate, coupon book, or other credit device existing for the purpose of obtaining money, property, labor, or services on credit.

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6. “Debit card” means any card that allows the consumer to access a checking or savings account electronically for the purpose of obtaining money, property, labor, or services.
7. “Distribution(s)” means any direct or indirect transfer of money or other property by the LLCs, as defined herein, to or for the benefit of ASE Investments, LLC (“ASE”) or the Salama Defendants pursuant to the operating agreements of the LLCs or otherwise in respect of the economic interests of ASE or the Salama Defendants in the LLCs.
8. “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 the information can be obtained and translated, if necessary, into reasonably usable form through detection devices. A draft or non-identical copy is a separate document within the meaning of the term.
9. “Electronic fund transfer” means any transfer of funds that is initiated through an electronic terminal, telephone, computer, or magnetic tape for the purpose of ordering, instructing, or authorizing a financial institution to debit or credit a consumer’s account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, direct deposits or withdrawals of funds, transfers initiated by telephone, and transfers resulting from debit card transactions, whether or not initiated through an electronic terminal.
10. “Free-to-pay conversion” means, in an offer or agreement to sell or provide any goods or services, a provision under which a customer receives a product or service for free for an initial

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period and will incur an obligation to pay for the product or service if he or she does not take affirmative action to cancel before the end of that period.

11. “Frozen Funds” means all accounts frozen pursuant to Paragraphs VI and VII of the First and Second Stipulated Preliminary Injunctions, in the amount as of the date the accounts were frozen, plus any interest payable by the financial institution, without deducting any costs, fees, or interest payable to the financial institution, and any funds deposited into any frozen account pursuant to prior order of the Court.

12. “Health discount plan” means any plan that, for payment of a membership fee, provides to consumers a list of health care providers or sellers of health-related products who offer discounts to members of the plan.

13. “The LLCs” means ASE and its interests in Areca Palms, LLC; Stirling, LLC; ST, LLC; Villas at Oak Hammock, LLC, and EM Investments, LLC.

14. “LLC Net Proceeds” means the amount obtained upon sale of any of the LLCs after payment of any taxes owed, any adjustments in favor of the buyer(s) required to sell the LLCs, and customarily required brokers’ commissions and closing costs.

15. “Person” means any individual, group, unincorporated association, limited liability company, limited or general partnership, corporation, or other business entity.

16. “Preauthorized electronic fund transfer” means an electronic fund transfer authorized in advance to recur at substantially regular intervals.

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17. “Properties” means the condominiums located at:
- A. 20301 West Country Club Dr., Apt. 522, Aventura, Florida 33180, recorded in Official Records Book 8794, Page 157, of the Public Records of Miami-Dade County, Florida;
  - B. the Sutton House Condominium, 1855 NE 121 Street, Apt # 12, N. Miami, Florida 33181, recorded in Official Records Book 23548, Page 3644, of the Public Records of Miami-Dade County, Florida; and
  - C. the Sutton House Condominium, 1855 NE 121 Street, Apt. #21, N. Miami, Florida 33181, recorded in Official Records Book 23548, Page 3644, of the Public Records of Miami-Dade County, Florida,

together with other structures, improvements, appurtenances, hereditaments, and other rights appertaining or belonging thereto.

18. “Property Net Proceeds” means the amount obtained upon sale of each of the Properties after payment of the mortgage(s) held, any taxes owed, any adjustments in favor of the buyer(s) required to sell the Properties, and customarily required brokers’ commissions and closing costs.

19. “Receivership Defendant” means Remote Response and its successors and assigns.

20. “Remote Response Receiver” means Gerald B. Wald, Esq. of Murai, Wald, Biondo, Moreno & Brochin, Two Alhambra Plaza, Penthouse 1B, Coral Gables, Florida 33134, appointed by this Court as Permanent Receiver for Remote Response.

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21. “Stored value card” means any prepaid card that is funded by the consumer in advance of use and may be used up to the amount funded by the consumer, less any applicable fees, for the purpose of obtaining property, labor, or services.

22. “Telemarketing” means any plan, program, or campaign (whether or not covered by the TSR) that is conducted to induce the purchase of goods or services or charitable contribution by means of the use of one or more telephones.

23. “Tukan International Account(s)” means all funds frozen pursuant to Paragraphs VI and VII of the First and Second Stipulated Preliminary Injunctions held by Bank Hapoalim for Tukan International Corp., in the amount as of the date the funds were frozen, plus interest payable by Bank Hapoalim through March 16, 2007, after deducting the total amount of collateralized indebtedness secured by such accounts as of the date the funds were frozen, but without deducting any costs, fees, or interest payable to Bank Hapoalim.

24. “Upselling” means soliciting the purchase of goods or services following an initial transaction during a single telephone call. The upsell is a separate telemarketing transaction, not a continuation of the initial transaction.

**PERMANENT BAN**

**I.**

**IT IS THEREFORE ORDERED** that:

A. Defendants, whether acting individually or directly or indirectly through any corporation, limited liability company, partnership, subsidiary, division, trust, or other device, are hereby permanently restrained and enjoined from engaging in, assisting others in, receiving any



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remuneration of any kind whatsoever from, holding any ownership interest in, or serving as an employee, independent contractor, officer, director, member, partner, trustee, or general manager of, any business entity engaged, in whole or in part, in telemarketing;

B. Defendants, whether acting individually or directly or indirectly through any corporation, limited liability company, partnership, subsidiary, division, trust, or other device, are hereby permanently restrained and enjoined from engaging in, assisting others in, receiving any remuneration of any kind whatsoever from, holding any ownership interest in, or serving as an employee, independent contractor, officer, director, member, partner, trustee, or general manager of, any business entity engaged, in whole or in part, and by any means whatsoever, in the marketing, advertising, promoting, offering for sale, sale, or purported sale of any advance fee credit card, credit card, debit card, stored value card, ATM card, phone card, travel or gas voucher, vacation package discount, or health discount plan, or assisting others in the same; and

C. Nothing in this Order shall be read as an exception to this Paragraph I.

**PROHIBITED BUSINESS PRACTICES**

**II.**

**IT IS FURTHER ORDERED** that, in connection with the advertising, promotion, offering for sale, or sale of products or services, Defendants, and their successors, assigns, officers, directors, members, agents, attorneys, servants, employees, salespersons, independent contractors, 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, whether acting individually or directly or indirectly through any corporation, limited liability company, partnership, subsidiary,

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division, trust, or other device, are hereby permanently restrained and enjoined from making, or assisting others in making, any false or misleading representation, expressly or by implication, of any material fact, including, but not limited to, that:

- A. Consumers will receive specified products or services;
- B. Consumers will receive any specified products or services at no charge;
- C. The products or services consumers purchase or receive can be used in a specified manner or will bear certain material characteristics; and
- D. Consumers offered products or services as part of a free-to-pay conversion will:
  - 1. Be provided a free-trial period during which they may use the products or services without charge;
  - 2. Receive the products or services, or information necessary to use the products or services, prior to the expiration of the offered free-trial period;
  - 3. Be able to cancel the free-to-pay conversion offer during the time period and in the manner prescribed;
  - 4. Not be charged for the products or services if they cancel the free-to-pay conversion offer during the time period and in the manner prescribed;
  - 5. Not be charged for the products or services if they initially decline the free-to-pay conversion offer; and
  - 6. Not be charged for the products or services other than in the amounts, manner, and frequency to which consumers agree, if they accept the free-

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to-pay conversion offer and do not cancel during the time period and in the manner prescribed.

**III.**

**IT IS FURTHER ORDERED** that, in connection with the advertising, promotion, offering for sale, or sale of products or services as part of a free-to-pay conversion, Defendants, and their successors, assigns, officers, directors, members, agents, attorneys, servants, employees, salespersons, independent contractors, 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, whether acting individually or directly or indirectly through any corporation, limited liability company, partnership, subsidiary, division, trust, or other device, are hereby permanently restrained and enjoined from causing or assisting others in causing consumers' bank accounts to be electronically debited or credit or debit card accounts to be charged:

- A. After a consumer declines or rejects an offer or agreement to sell such product or service;
- B. Prior to receipt by a consumer of any product, service, or information about such product or service represented to be received by a consumer before billing;
- C. Prior to expiration of any stated free-trial period;
- D. After a consumer has cancelled; and/or
- E. After a consumer has been, directly or indirectly, inhibited or thwarted in his or her ability to cancel.

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**PROHIBITION REGARDING PREAUTHORIZED ELECTRONIC FUND TRANSFERS**

**IV.**

**IT IS FURTHER ORDERED** that, in connection with the sale of products or services to consumers, Defendants and their successors, assigns, officers, directors, members, agents, attorneys, servants, employees, salespersons, independent contractors, 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, whether acting individually or directly or indirectly through any corporation, limited liability company, partnership, subsidiary, division, trust, or other device, are hereby permanently restrained and enjoined from making or assisting others in making preauthorized electronic fund transfers from a consumer's bank account without obtaining the consumer's written and signed or similarly authenticated authorization and providing a copy to the consumer.

**CUSTOMER LISTS**

**V.**

**IT IS FURTHER ORDERED** that Defendants and their successors, assigns, officers, directors, members, agents, attorneys, servants, employees, salespersons, independent contractors, 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, whether acting individually or directly or indirectly through any corporation, limited liability company, partnership, subsidiary, division, trust, or other device, are hereby permanently restrained and enjoined from:

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A. Selling, renting, leasing, transferring, or otherwise disclosing customer lists containing the name, address, social security number, date of birth, telephone number, credit card number, debit card number, bank account number, e-mail address, or other identifying information of any customer who purchased, or was solicited to purchase, the Amerikash Master Card, other incentive items, and/or the Amerikhealth discount health plan that are the subject of the First Amended Complaint, from any of the defendants in this action, at any time prior to entry of this Order, in connection with the telemarketing, advertising, promoting, offering for sale, or sale of any product or service, including, but not limited to, advance-fee credit cards, credit cards, debit cards, ATM cards, stored value cards, discount health cards, phone cards, travel or gas vouchers, or vacation package discounts; and

B. Making any use of customer lists referenced in this Paragraph V in any business, whether or not related to the present action;  
*provided, however,* that Defendants may disclose such identifying information to a law enforcement agency or as required by any law, regulation, or court order.

**MONETARY RELIEF**

**VI.**

**IT IS FURTHER ORDERED** that judgment in the amount of \$4,163,558.35, which is the amount paid by approximately 30,674 consumers for the Amerikash Master Card, other incentive items, and the Amerikhealth discount health plan that are the subject of the First Amended Complaint, is hereby entered against Defendants, jointly and severally, as equitable

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monetary relief; *provided, however*, that the judgment shall be suspended subject to the terms set forth herein:

A. Defendants shall relinquish any and all right, title, and interest in, and shall take all necessary steps to ensure the transfer of, all Frozen Funds to the Commission, as follows:

1. With respect to the Frozen Funds except those Frozen Funds at Bank Hapoalim:
  - a. Defendants represent and acknowledge that they have the right to transfer and relinquish any and all right, title, and interest to such Frozen Funds;
  - b. Upon entry of this Order, Defendants relinquish any and all right, title, and interest in, such Frozen Funds, and shall take all necessary steps to effectuate the transfer of such Frozen Funds to the Commission; and
  - c. Each financial institution or other entity holding such Frozen Funds shall, within ten (10) business days of the date of service of this Order, transfer the Frozen Funds to the Commission or its designee or agent, by wire transfer in accordance with wiring instructions to be provided by the Commission;
2. With respect to the Frozen Funds in the Bank Hapoalim Remote Response Account(s):

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- a. Remote Response represents and acknowledges that it has the right to transfer and relinquish any and all right, title, and interest to such Frozen Funds;
  - b. Upon entry of this Order, Remote Response relinquishes any and all right, title, and interest in, such Frozen Funds, and shall take all necessary steps to effectuate the transfer of such Frozen Funds to the Remote Response Receiver; and
  - c. Bank Hapoalim shall, within ten (10) business days of the date of service of this Order by the Remote Response Receiver, transfer such Frozen Funds to the Remote Response Receiver, by wire transfer in accordance with wiring instructions to be provided by him;
3. With respect to the Bank Hapoalim Tukan International Account(s):
- a. The Salama Defendants represent and acknowledge that they have or have obtained the right to relinquish any and all rights, title, and interest to the Bank Hapoalim Tukan International Account(s), and to transfer them to the Commission;
  - b. Upon entry of this Order, the Salama Defendants relinquish any and all right, title, and interest in the Bank Hapoalim Tukan International Account(s), and shall take all necessary steps to

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transfer the funds in the Bank Hapoalim Tukan International Account(s) to the Commission; and

- c. Bank Hapoalim shall, within ten (10) business days of the date of service of this Order, transfer the funds in the Bank Hapoalim Tukan International Account(s) to the Commission or its designee or agent, by wire transfer in accordance with wiring instructions to be provided by the Commission;

B. In accordance with Paragraphs VIII and X of this Order, the Remote Response Receiver shall transfer any Remote Response assets directly to the Commission or its designee or agent, by wire transfer in accordance with wiring instructions to be provided by the Commission;

C. The Properties shall be sold and the Property Net Proceeds shall be transferred to the Commission or its designee or agent, pursuant to the following provisions, which, unless stated otherwise herein, are in addition to the Court's Stipulation and Order Regarding Sale of Condominium Units and Vacating the Court's Order of October 5, 2006, entered by the Court on March 14, 2007 (D.E. 248) ("March 14, 2007 Order"):

1. The Salama Defendants, individually and on behalf of their respective heirs and assigns, hereby grant to the Commission a lien on and security interest in each of the Properties. The Salama Defendants represent and acknowledge that the Commission is relying on the material representations that they are the sole owners of the Properties; that title to the Properties is marketable; that none of the Properties is encumbered by any lien,



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mortgage, deed of trust, security interest, or other interest, except for mortgages held by GMAC Mortgage Corp. for the Sutton House Condominiums located at 1855 NE 121 Street, Apt # 12, N. Miami, Florida 33181 and at 1855 NE 121 Street, Apt. #21, N. Miami, Florida 33181; the Salama Defendants agree that, as of the date on which they sign this Order, they shall refrain from transferring, converting, encumbering, selling, assigning, or otherwise disposing of the Properties, except with the express prior written permission of the Commission. The Salama Defendants hereby release and waive any statutory, common law, or other homestead exemption that may apply to the Properties, and shall not declare and claim any homestead exemption in the Properties;

2. The Salama Defendants shall cooperate fully with the Commission, and shall prepare, execute, and record the necessary documents, and do whatever else the Commission deems necessary or desirable to perfect, evidence, and effectuate the liens and security interests granted herein. If they have not already done so, the Salama Defendants shall prepare, execute, and deliver (at their expense) to the Commission mortgages or deeds of trust in form and substance satisfactory to the Commission (the "Security Documents") no later than five (5) days after the date of entry of this Order, and take such other steps as the Commission may require to perfect, evidence, and effectuate its liens, security interests, and

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assignments, and to carry out the purposes of this Order. The Salama Defendants shall be responsible for paying all fees and costs (including attorneys' fees and filing fees) required in connection with the liens and security interests granted herein, including all fees and costs related to the preparation, execution, delivery, filing, continuation, and termination of such liens and security interests and to carry out the purposes of this Order. If the Salama Defendants fail to take the actions required by this Paragraph VI. C., the Commission may retain counsel to prepare, execute, file, record, or terminate the mortgages, deeds of trust, liens, and security interests necessary to carry out the purposes of this Order, the costs of which shall be paid from the Salama Defendants' Frozen Funds, which amounts shall then be added to the amount of the judgment set forth in this Paragraph VI;

3. The Salama Defendants shall make all good faith efforts necessary to sell promptly each of the Properties for fair market value, and relinquish any and all right, title, and interest they have in, and agree to transfer to the Commission or its designee or agent, the Property Net Proceeds;
4. With respect to any proposed sale, the Salama Defendants and the mortgage holders of the Properties shall provide to the Commission, in the person of Associate Director, Federal Trade Commission, Division of Enforcement, 600 Pennsylvania Ave., NW, Mail Drop NJ-2122,

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Washington, D.C. 20580, and delivered by overnight delivery or facsimile at 202-326-2558, as soon as possible and in any event not later than two (2) weeks prior to the closing, notwithstanding any contrary notice requirements in the Court's March 14, 2007 Order: (a) a copy of the executed contract; (b) written notice of the closing date; (c) the name, address, and telephone number of the individual closing agent; and (d) a copy of the proposed settlement statement to be used at closing and reflecting the payment at closing to the Commission of the gross proceeds received from the purchaser less any reasonable and customary closing costs incurred in connection with such sale, including brokerage fees and closing costs, provided that all such reasonable and customary closing costs must be first approved by the Commission, which approval shall not be unreasonably withheld;

5. In connection with any attempt to sell the Properties, the Salama Defendants:
  - a. shall notify the Commission of the amount of any offer to purchase the Properties immediately upon receiving each such offer and the name(s) and address(es) of any person(s) or entity(ies) making such offer; and
  - b. may make any reasonable and necessary repairs, upon written approval by the Commission, to prepare the Properties for sale;

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6. Whether sold by the Salama Defendants or the mortgage holders of the Properties, the Property Net Proceeds shall be paid to the Commission, as follows:
  - a. If one or more of the Properties are sold prior to the date of entry of this Order and pursuant to the March 14, 2007 Order, the Property Net Proceeds shall be deposited, if they have not already been so deposited, into one of the Salama Defendants' interest-bearing accounts frozen pursuant to the First or Second Stipulated Preliminary Injunctions, or into an interest-bearing account at a financial institution agreed upon by the parties hereto, or into the Court Registry, and each financial institution or other entity holding such frozen Property Net Proceeds shall, within ten (10) business days of the date of service of this fully executed Order, transfer the frozen Property Net Proceeds to the Commission or its designee or agent, in accordance with, and in addition to the amounts set forth in, Paragraph VI. A., if applicable, by wire transfer in accordance with wiring instructions to be provided by the Commission;
  - b. If one or more of the Properties are sold on or after the date of entry of this Order, the Property Net Proceeds shall be paid directly to the Commission or its designee or agent within ten (10) business

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days of the closing, by wire transfer in accordance with wiring instructions to be provided by the Commission;

- c. The Salama Defendants shall transfer any Property Net Proceeds they receive to the Commission or its designee or agent, by wire transfer in accordance with wiring instructions to be provided by the Commission; and
- d. The Commission shall not be responsible for any losses, taxes, and/or other liabilities resulting from the sale of the Properties;

D. Pursuant to the following provisions, which, unless stated otherwise herein, are in addition to the Court's Stipulation and Order Regarding the Sale of the LLC Interests of Defendants Alberto Salama, Samuel Salama, and Elias Salama, and of ASE Investments, LLC, entered by the Court on April 13, 2007 (D.E. 256) ("April 13, 2007 Order"), the Salama Defendants and ASE shall make all good faith efforts necessary to sell promptly the LLCs for fair market value; relinquish any and all right, title, and interest they have in, and agree to transfer to the Commission or its designee or agent, the LLC Net Proceeds; and relinquish any and all right, title, and interest they have in, and agree to transfer to the Commission or its designee or agent, each and every Distribution.

- 1. To secure partial satisfaction of the monetary judgment through the payment of the LLC Net Proceeds and/or Distributions to the Commission, the Salama Defendants, as the sole members of ASE, ASE, and the Commission, stipulate to, and, by entry of this Order, the Court hereby

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enters, a charging order against the Salama Defendants' and ASE's interests in the LLCs in favor of the Commission. This charging order incorporates all of the provisions of Paragraph VI. D. and grants the Commission a lien and security interest in the Salama Defendants' and ASE's interests in the LLCs, including LLC Net Proceeds and Distributions;

- a. The Salama Defendants and ASE shall each cooperate fully with the Commission in promptly preparing, executing, recording, and serving any documents necessary to effectuate this charging order and to perfect and evidence the lien and security interest granted thereby;
- b. The Salama Defendants and ASE each represent that there are no other existing liens against or security interests in their interests in the LLCs; and
- c. The Salama Defendants and ASE each hereby release, waive, and abandon any statutory, common law, or Florida constitutional claim, right, or interest in the LLCs, and shall not object to the Commission taking any action necessary to enforce the charging order against the Salama Defendants and ASE;

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2. The Salama Defendants each represent that they are the only members of ASE, and that the LLCs are marketable subject to the LLCs' operating agreements or other governing documents;
3. The Salama Defendants and ASE shall make all good faith efforts necessary to sell promptly the LLCs for fair market value;
4. Any offer made or received by the Salama Defendants and/or ASE to sell or purchase the LLCs shall be in writing and shall be approved by the Commission prior to offer or acceptance by the Salama Defendants and/or ASE and prior to submission to the LLCs or their members, in accordance with the terms of the operating agreements of those entities. Any offer to sell or purchase the LLCs shall be served by the Salama Defendants and/or ASE as soon as possible on: Associate Director, Federal Trade Commission, Division of Enforcement, 600 Pennsylvania Ave., NW, Mail Drop NJ-2122, Washington, D.C. 20580, by overnight delivery or facsimile at 202-326-2558. The Commission's approval of an offer to sell or purchase the LLCs shall not be unreasonably withheld. The Commission's approval may be conditioned on an appraisal of the LLCs provided by an independent appraiser of the Commission's choosing, the cost of such appraisal to be paid from the Salama Defendants' Frozen Funds, which amounts shall then be added to the amount of the judgment set forth in this

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Paragraph VI. The Salama Defendants and ASE shall take all necessary steps to facilitate prompt completion of any appraisal of the LLCs;

5. The Salama Defendants and ASE shall take all necessary steps, including satisfaction of all contractual or legal obligations, to effectuate the sale of any of the LLCs;
6. The LLC Net Proceeds and Distributions shall be paid to the Commission, as follows:
  - a. If one or more of the LLCs are sold, or if any Distributions are made, prior to the date of entry of this Order and pursuant to the April 13, 2007 Order, the LLC Net Proceeds and Distributions shall be deposited, if they have not already been so deposited, into the Salama Defendants' Frozen Funds, or into an interest-bearing account at a financial institution agreed upon by the parties hereto, or into the Court Registry, and each financial institution or other entity holding such LLC Net Proceeds and/or Distributions shall, within ten (10) business days of the date of service of this fully executed Order, transfer the LLC Net Proceeds and/or Distributions to the Commission or its designee or agent, in accordance with, and in addition to the amounts set forth in, Paragraph VI. A., if applicable, by wire transfer in accordance with wiring instructions to be provided by the Commission;



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- b. If one or more of the LLCs are sold, or if any Distributions are made, on or after the date of entry of this Order, the LLC Net Proceeds and Distributions shall be paid directly to the Commission or its designee or agent, within ten (10) business days of the closing of any sale of the LLCs or immediately upon disbursement of any Distribution, by wire transfer in accordance with wiring instructions to be provided by the Commission;
- c. Until such time as the LLCs are sold, the Salama Defendants and ASE shall take all necessary steps, including satisfaction of all contractual or legal obligations, to effectuate the transfer of any Distributions directly to the Commission;
- d. Upon service of a copy of this Order upon them, Areca Palms, LLC; Stirling, LLC; ST, LLC; Villas at Oak Hammock, LLC; EM Investments, LLC; and ASE shall transfer all Distributions payable to the Salama Defendants and/or ASE directly to the Commission or its designee or agent, by wire transfer in accordance with wiring instructions to be provided by the Commission; and
- e. The Salama Defendants and/or ASE shall transfer all LLC Net Proceeds and/or Distributions they receive to the Commission or its designee or agent, by wire transfer in accordance with wiring instructions to be provided by the Commission;

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7. The Salama Defendants and/or ASE shall provide to the Commission, upon its request, sworn statements providing information the Commission deems necessary to effectuate the provisions of Paragraph VI. D., including, but not limited to, financial information relating to the LLCs and information relating to Distributions to which the Salama Defendants and/or ASE may be entitled. The Salama Defendants and ASE shall take all necessary steps to obtain requested information from the LLCs; and
8. The Commission shall have no obligations under the terms of the LLC operating agreements, and shall not be responsible for any losses, taxes, and/or other liabilities resulting from the operations of, Distributions from, or sale of the LLCs;

E. Defendants relinquish all dominion, control, and title to, and shall make no claim to, or demand for the return of, any funds paid to the Commission pursuant to this Paragraph VI, which shall be irrevocably paid to the Commission;

F. Defendants shall take no deduction, capital loss, write-off, or any other tax benefit on any federal or state tax return, amended tax return, IRS Form 1045, or any other tax filing, for all or any part of any payment (whether cash or non-cash) to the Commission toward satisfaction of the judgment. The Salama Defendants shall remain responsible for any tax liability associated with or attributable to any income from Distributions from the LLCs and from the sale of the Properties and LLCs. Defendants' federal or state tax returns, amended returns, IRS Form 1045's, and other tax filings for tax years 2005 through 2008 not already submitted to federal or

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state tax authorities shall be prepared and signed by an independent CPA, and a copy of any such document, complete with all attachments, shall be submitted to the Commission at the same time it is submitted to the federal or state tax authority, by delivering it to: Associate Director, Federal Trade Commission, Division of Enforcement, 600 Pennsylvania Ave., NW, Mail Drop NJ-2122, Washington, D.C. 20580, by overnight delivery or facsimile at 202-326-2558;

G. The Commission's agreement to this Order is expressly premised upon the truthfulness, accuracy, and completeness of financial information provided by Defendants to the Commission, including, but not limited to, the sworn "Financial Statement of Individual Defendant" of Defendants Alberto Salama, Elias Salama, and Samuel Salama, dated February 13, 2006, July 5, 2006, and July 5, 2006, respectively; the sworn "Financial Statement of Corporate Defendant" of Defendant Remote Response, dated March 7, 2006; the sworn "Financial Statement of Corporate Defendant" for each of the following: 1826 Communication Systems, LLC, dated August 3, 2006; ASE, dated August 8, 2006; Body Products, Inc., dated March 6, 2006; Corporacion ESE, dated October 11 and 12, 2006; Dimasa Import Export, Inc., dated August 3, 2006; Entertainment X-press Network, Inc., dated March 6, 2006; Omnifoam, Inc., dated March 6, 2006; Primus Distributors, Inc., dated March 6, 2006; SAME, LLC, dated August 8, 2006; SEA Technologies Ltd. Corp., dated September 18, 2006; Stirling, LLC, served on October 13, 2006; Tukan International, dated September 18, 2006; and Urbanizacion Las Brisas Country Club, C.A., dated October 11, 2006; correspondence and other communications from counsel for Defendants regarding Defendants' financial information; memoranda filed with Court related to financial disclosures; documents submitted to the Commission in response to the

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Court's contempt orders of September 12, 2006 and October 6, 2006; documents submitted to the Commission that were obtained by counsel for Defendants through subpoena duces tecum issued to Areca Palms, LLC, Stirling, LLC, and Villas at Oak Hammock; the sworn deposition testimony of Defendants Alberto Salama, Elias Salama, and Samuel Salama in this case; and any addenda to any of the foregoing documents or testimony through the date of this Order (together, the "financial disclosures"), all of which Defendants stipulate are truthful, accurate, and complete. Defendants and the Commission stipulate that the Commission has relied upon the truthfulness, accuracy, and completeness of the financial disclosures in agreeing to this Order and that the Commission would not have consented to the suspension of the monetary judgment, but for the truthfulness, accuracy, and completeness of the financial disclosures;

H. If Defendants fully comply with the provisions set forth in this Paragraph VI, the monetary judgment established by this Order shall be suspended; *provided, however*, that, if, upon motion by the Commission, the Court finds:

1. that Defendants have not fulfilled, or have only partially fulfilled, the conditions set forth in Paragraphs VI. A. through VI. F.; or
  2. that Defendants have failed to disclose any material asset, misrepresented the value of any material asset, or made any material misrepresentation or omission in the financial disclosures upon which the Commission's agreement to this Order is expressly premised, as set forth in Paragraph VI.
- G.,

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then the Court shall lift the suspension and reinstate the judgment against Defendant(s) in the amount of \$4,163,558.35, plus any amounts due to be added pursuant to Paragraphs VI. C. and VI. D. and less any payments or transfers already made to the Commission. Upon such reinstatement of the monetary judgment, the Court shall make an express determination that the monetary judgment shall be immediately due and payable. The Commission shall be entitled to interest on the judgment, computed from the date of entry of this Order at the rate prescribed under 28 U.S.C. § 1961, as amended. The Commission shall be permitted to execute upon the judgment immediately after the suspension is lifted and to engage in discovery in aid of execution;

I. Lifting the suspension and reinstating the judgment pursuant to Paragraph VI. H. shall not affect any other provisions of this Order, which shall remain in full force and effect, unless otherwise ordered by the Court;

J. This judgment shall not be abstracted or otherwise filed as a lien against Defendants' property unless and until this Court lifts the suspension of the monetary judgment pursuant to Paragraph VI. H.; *provided, however*, that the Commission may immediately record its liens and security interests, created by Paragraphs VI. C. and VI. D., against the Properties and the LLCs;

K. The Commission and Defendants acknowledge and agree that: (1) the judgment herein for equitable monetary relief is solely remedial in nature and no portion of any payments under such judgment shall be deemed a payment of any fine, penalty, punitive assessment, or forfeiture, and (2) any proceedings instituted under Paragraph VI are in addition to, and not in

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lieu of, any other civil or criminal remedies that may be provided by law, including any other proceedings the Commission may initiate to enforce this Order;

L. Defendants agree that the facts as alleged in the First Amended Complaint filed in this action shall be taken as true, without further proof, in any subsequent litigation filed by the Commission to collect any unpaid amount or otherwise enforce its rights pursuant to this Order, including a nondischargeability action filed by, or on behalf of, the Commission in any bankruptcy case;

M. Upon service of a copy of this Order upon them, any person or entity holding assets of the Salama Defendants, Tukan International, and/or ASE described in this Paragraph VI shall, upon written request of the Commission, promptly turn such assets over to the Commission in order to partially satisfy the monetary judgment;

N. Upon service of a copy of this Order upon them, any person or entity holding assets of Remote Response shall, upon written request of the Remote Response Receiver, promptly turn such assets over to the Remote Response Receiver who, in accordance with Paragraphs VIII and X, shall transfer remaining funds to the Commission in partial satisfaction of the monetary judgment;

O. All funds paid pursuant to this Paragraph VI shall be deposited into a fund administered by the Commission or its agent, in its sole discretion, to be used for equitable relief, including, but not limited to, consumer redress and any attendant expenses for the administration of such equitable relief. If the Commission determines, in its sole discretion, that direct redress to consumers is wholly or partially impracticable or funds remain after redress is completed, the

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Commission may apply any remaining funds for such other equitable relief (including consumer information remedies) as it determines to be reasonably related to the practices alleged in the First Amended Complaint. Any funds not used for such equitable relief shall be deposited to the United States Treasury as disgorgement. Defendants shall have no right to challenge the Commission's choice of remedies under this Paragraph VI. O., and shall have no right to contest the manner of distribution chosen by the Commission;

P. Defendants shall also furnish to the Commission, in accordance with 31 U.S.C. § 7701, their taxpayer identification numbers, which shall be used for purposes of collecting and reporting on any delinquent amount arising out of Defendants' relationship with the Government; and

Q. The Salama Defendants are further required, within ten (10) days after the entry of this Order, to provide the Commission with their social security numbers, and clear, legible, and full-size photocopies of all valid driver's licenses they possess, which will be used for collection, reporting, and compliance purposes.

**LIFTING OF THE ASSET FREEZE**

**VII.**

**IT IS FURTHER ORDERED** that, to the extent not already lifted by prior Court order, the freeze of the assets of Defendants, pursuant to Paragraphs VI and VII of the First and Second Preliminary Injunctions, shall be lifted to effectuate the transfer of assets in partial satisfaction of the monetary judgment as provided in Paragraph VI of this Order, and shall be of no further force or effect.

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**COMPLETION OF RECEIVERSHIP**

**VIII.**

**IT IS FURTHER ORDERED** that Gerald B. Wald, Esq., the Permanent Receiver for Remote Response, is hereby appointed the Remote Response Receiver for the purpose of effectuating this Order. The Remote Response Receiver shall be the agent of this Court and shall be accountable directly to this Court. In carrying out these duties, the Remote Response Receiver is authorized and directed to:

A. Take all steps necessary or advisable to locate and liquidate all assets of the Receivership Defendant, cancel the Receivership Defendant's contracts, collect on amounts owed to the Receivership Defendant, and take such other steps as may be necessary to terminate and dissolve the Receivership Defendant efficiently;

B. Provide the Commission, upon request, with any business records of the Receivership Defendant including records that:

1. Identify customers from whom the Receivership Defendant collected fees (regardless of whether the fees were identified as enrollment, set-up, recurring, or other fees), including the most recent known address, telephone number, Social Security number, and the amount of any fees paid by such customers; or
2. Identify customers who received refunds from the Receivership Defendant and the amount of the refund;



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C. Continue to exercise full control of the Receivership Defendant and continue to collect, marshal, and take custody, control, and possession of all the funds, property, premises, accounts, documents, mail, and other assets of, or in the possession or under the control of, the Receivership Defendant, wherever situated, the income and profits derived therefrom, and all sums of money now or hereafter due or owing to the Receivership Defendant, with full power to collect, receive and take possession of all goods, chattels, rights, credits, monies, effects, lands, leases, books and records, limited partnership records, work papers, and records of accounts, including computer-maintained information, contracts, financial records, monies on hand in banks and other financial institutions, and other papers and documents of other individuals, partnerships or corporations whose interests are now held by, or under the direction, possession, custody, or control of, the Receivership Defendant;

D. Dispose of, or arrange for the disposal of, the records of the Receivership Defendant no later than six months after the Court's approval of the Receiver's final report, except that:

1. To the extent that such records are reasonably available, the Receiver shall arrange for records sufficient to ascertain the funds that an individual consumer paid to the Receivership Defendant, and any payments that the Receivership Defendant made on behalf of individual consumers, to be retained for a minimum of one year from the entry of this Order; and
2. If state or local law regulating consumer debt services requires the retention of particular records for a specified period, the Remote Response

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Receiver shall arrange for such records to be disposed of after the specified period has expired. To safeguard the privacy of consumers, records containing personal financial information shall be shredded, incinerated, or otherwise disposed of in a secure manner. For records that must be retained, the Remote Response Receiver may elect to retain records in their original form, or to retain photographic or electronic copies;

E. Continue to perform all acts necessary or advisable to complete an accounting of the assets, and prevent unauthorized transfer, withdrawal, or misapplication of assets;

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. The Remote Response Receiver shall apply to the Court, on prior notice to the Commission, for prior approval of any payment of any debt or obligation incurred by the Receivership Defendant prior to the date of entry of the TRO in this action, except payments that the Remote Response Receiver deems necessary or advisable to secure and liquidate assets of the Receivership Defendant, such as rental payments or payment of liens;

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

H. Maintain one or more bank accounts as designated depositories for funds of the Receivership Defendant, and make all payments and disbursements from the Receivership estate from such an account, and report as required;

I. Continue to maintain accurate records of all receipts and expenditures made as Remote Response Receiver and provide them to the Commission; and

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J. Continue to cooperate with reasonable requests for information or assistance from any state or federal law enforcement agency.

**COMPENSATION OF RECEIVER**

**IX.**

**IT IS FURTHER ORDERED** that the Remote Response Receiver and all personnel hired by him, including counsel to the Remote Response Receiver and accountants, are entitled to reasonable compensation for the performance of duties pursuant to this Order and for 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 for the Receivership Defendant. The Remote Response Receiver may not increase the hourly rates used as the basis for such fee applications without prior approval of the Court, upon prior notice to the Commission.

**RECEIVER'S FINAL REPORT, DISBURSEMENTS  
OF ASSETS OF THE RECEIVERSHIP DEFENDANT, AND TERMINATION OF THE  
RECEIVERSHIP**

**X.**

**IT IS FURTHER ORDERED** that:

A. No later than sixty (60) days from the date of the entry of this Order, the Remote Response Receiver shall file and serve on the parties a report (the "Final Report") to the Court that details the steps taken to dissolve the Receivership estate. The Final Report must include an accounting of the Receivership estate's finances and total assets and a description of what other actions, if any, must be taken to wind-up the Receivership. Promptly thereafter, but no later than thirty (30) days after submission of the Final Report, the Receiver shall file an application for

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payment of compensation and expenses. The Receiver's final application for fees shall be served on all parties through counsel. The Commission may object within fifteen (15) days of receipt, but the Receivership Defendant shall have no right to object. If subsequent actions (such as the completion of tax returns or further actions to recover funds for the Receivership) are appropriate, the Remote Response Receiver shall file an additional report or reports (the "Supplemental Reports") describing the subsequent actions and a subsequent application for the payment of fees and expenses related to the subsequent actions;

B. The Court will review the Final Report and any objections to the report and will issue an order directing that the Remote Response Receiver:

1. Pay the reasonable costs and expenses of administering the Receivership, including compensation of the Remote Response Receiver and personnel authorized by Paragraph IX of this Order or other orders of this Court, and the actual out-of-pocket costs incurred by the Remote Response Receiver in carrying-out his duties; and
2. To the extent that funds remain, pay all remaining funds to the Commission or its designated agent, by wire transfer in accordance with instructions provided by the Commission to reduce the monetary judgment set forth in Paragraph VI of this Order;

C. With Court approval, the Remote Response Receiver may hold back funds to be transferred to the Commission pursuant to Paragraph VI. B. for a specified period, as a reserve to cover additional fees and costs related to actions to be addressed in a Supplemental Report. If the

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Remote Response Receiver does not make a supplemental application for fees and expenses within the specified period, or if funds remain in the reserve fund after the payments of fees and expenses approved by the Court in response to such a supplemental application, all funds remaining in the reserve fund will be paid to the Commission; and

D. Upon completion of the tasks in Paragraphs VIII and this Paragraph and submission of the Remote Response Receiver's final application or upon the Court's Order for Final Payment, whichever is later, the Remote Response Receiver shall be discharged and the Receivership shall terminate.

**COOPERATION WITH THE RECEIVER**

**XI.**

**IT IS FURTHER ORDERED** that:

A. Defendants and all other persons or entities served with a copy of this Order shall fully cooperate with and assist the Remote Response Receiver in taking possession, custody, or control of the assets of the Receivership Defendant. This cooperation and assistance shall include, but not be limited to: providing information to the Remote Response Receiver that he deems necessary in order to exercise his authority and to discharge his responsibilities as the Remote Response Receiver under the First and Second Preliminary Injunctions and this Order; providing any password required to access any computer, electronic file, or telephonic data in any medium; and advising all persons who owe money to the Receivership Defendant that all debts must be paid directly to the Remote Response Receiver;

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B. Upon service of a copy of this Order, or other notice, all entities that hold assets of, or records related to, the Receivership Defendant, shall cooperate with all reasonable requests of the Remote Response Receiver relating to implementation of the First and Second Preliminary Injunctions and this Order, including transferring funds at the Remote Response Receiver's direction and producing records related to the assets and sales of the Receivership Defendant. The entities obligated to cooperate with the Remote Response Receiver under this provision include, but are not limited to, banks, broker-dealers, savings and loans, escrow agents, title companies, commodity trading companies, precious metals dealers, and other financial institutions and depositories of any kind, and all third-party billing agents, local exchange carriers, common carriers, and other telecommunications companies, that have transacted business with the Receivership Defendant; and

C. Unless directed by the Remote Response Receiver, Defendants are hereby restrained and enjoined from directly or indirectly:

1. Interfering with the Remote Response Receiver's ability to manage, or take custody, control, or possession of, the assets or documents subject to the Receivership;
2. Transacting any of the business of the Receivership Defendant;
3. 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 Defendant or the Remote Response Receiver; and

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4. Failing to cooperate with the Remote Response Receiver or his duly authorized agents in the exercise of their duties or authority under any order of this Court.

**COOPERATION WITH COUNSEL FOR THE COMMISSION**

**XII.**

**IT IS FURTHER ORDERED** that Defendants shall, in connection with this action or any subsequent investigations related to or associated with the transactions or the occurrences that are the subject of the First Amended Complaint, or related to or associated with compliance with any provision of this Order, cooperate in good faith with the Commission and appear at such places and times as the Commission shall reasonably request, after written notice, for interviews, conferences, pretrial discovery, review of documents, and for such other matters as may be reasonably requested by the Commission. If requested in writing by the Commission, Defendants shall promptly execute requested documents and shall appear and provide truthful testimony in any trial, deposition, or other proceeding related to or associated with the transactions or the occurrences that are the subject of the First Amended Complaint or related to or associated with compliance with any provision of this Order, without the service of a subpoena. Defendants shall promptly execute documents and take any other actions requested by the Commission in connection with the sale of the Properties and the LLCs; the transfer to the Commission of Frozen Funds, Tukan International Account(s), Property Net Proceeds, LLC Net Proceeds, and Distributions; or as may otherwise be required to effectuate this Order.

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**ACKNOWLEDGMENT OF RECEIPT OF ORDER BY DEFENDANTS**

**XIII.**

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

**DISTRIBUTION OF ORDER BY DEFENDANTS**

**XIV.**

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

A. Corporate Defendant: Defendant Remote Response must deliver a copy of this Order to all of its principals, officers, directors, and managers. Defendant Remote Response also must deliver copies of this Order to all of its employees, agents, and representatives who engage in conduct related to the subject matter of the Order. For current personnel, delivery shall be within five (5) days of service of this Order upon Defendant. For new personnel, delivery shall occur prior to them assuming their responsibilities;

B. The Salama Defendants as Control Persons: For any business that any of the Salama Defendants controls, directly or indirectly, or in which any of the Salama Defendants has a majority ownership interest, the Salama Defendants must deliver a copy of this Order to all principals, officers, directors, and managers of that business. The Salama Defendants must also deliver copies of this Order to all employees, agents, and representatives of that business who engage in conduct related to the subject matter of the Order. For current personnel, delivery shall



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be within five (5) days of service of this Order upon the Salama Defendants. For new personnel, delivery shall occur prior to them assuming their responsibilities;

C. The Salama Defendants as employees or non-control persons: For any business where any of the Salama Defendants is not a controlling person of a business, but otherwise engages in conduct related to the subject matter of this Order, the Salama Defendants must deliver a copy of this Order to all principals and managers of such business before engaging in such conduct; and

D. Defendants must secure a signed and dated statement acknowledging receipt of the Order, within thirty (30) days of delivery, from all persons receiving a copy of the Order pursuant to this Paragraph XIV.

**COMPLIANCE REPORTING BY DEFENDANTS**

**XV.**

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

- A. For a period of five (5) years from the date of entry of this Order:
1. The Salama Defendants each shall notify the Commission of the following:
    - a. Any changes in residence, mailing addresses, and telephone numbers of any of the Salama Defendants, within ten (10) days of the date of such change;
    - b. Any changes in employment status (including self-employment) of any of the Salama Defendants, and any change in the ownership of

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any of the Salama Defendants in any business entity, within ten (10) days of the date of such change. Such notice shall include the name and address of each business that each of the Salama Defendants is affiliated with, employed by, creates or forms, or performs services for; a statement of the nature of the business; and a statement of the Salama Defendants' duties and responsibilities in connection with the business or employment; and

c. Any changes in the Salama Defendants' names or use of any aliases or fictitious names; and

2. Defendants shall notify the Commission of any changes in the corporate structure of Defendant Remote Response or any business entity that any of the Salama Defendants directly or indirectly controls, or has an ownership interest in, that may affect compliance obligations arising under this Order, including, but not limited to, a dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor entity; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this Order; the filing of a bankruptcy petition; or a change in the corporate name or address, at least thirty (30) days prior to such change, *provided* that, with respect to any proposed change in the corporation about which Defendants learn less than thirty (30) days prior to the date such action is to take place, Defendants shall

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notify the Commission as soon as is practicable after obtaining such knowledge;

B. One hundred eighty (180) days after the date of entry of this Order, and each year thereafter on the same date, through and including 2011, Defendants each shall provide a written report to the FTC, sworn to under penalty of perjury, setting forth in detail the manner and form in which he or it has complied and is complying with this Order. This report shall include, but not be limited to:

1. For each of the Salama Defendants:
  - a. The then-current residence address, mailing addresses, and telephone numbers of the Salama Defendants; and
  - b. The then-current employment and business addresses and telephone numbers of the Salama Defendants, a description of all business activities of each such employer or business, and the title and responsibilities of the Salama Defendants, for each such employer or business.
2. For all Defendants:
  - a. A copy of each acknowledgment of receipt of this Order, obtained pursuant to Paragraph XIV. D.; and
  - b. Any other changes required to be reported under Paragraph XV. A;

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

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Associate Director  
Bureau of Consumer Protection  
Division of Enforcement  
Federal Trade Commission  
600 Pennsylvania Avenue, N.W. Mail  
Drop NJ-2122  
Washington, D.C. 20580  
Re: *FTC v. Remote Response Corp.*, Civil Action No.  
06cv20168 (S.D. Fla. 2006)

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

**RECORD KEEPING PROVISIONS**

**XVI.**

**IT IS FURTHER ORDERED** that, for a period of eight (8) years from the date of entry of this Order, Defendants, in connection with any business that any of them directly or indirectly manages, controls, or has a majority ownership interest in, and their agents, employees, officers, corporations, successors, and assigns, and those 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 failing to create and retain the following records:

- A. Accounting records that reflect the cost of goods or services sold, revenues generated, and the disbursement of such revenues;
- B. Personnel records accurately reflecting: the name, address, and telephone number of each person employed in any capacity by such business, including as an independent contractor; that person's job title or position; the date upon which the person commenced work; and the date and reason for the person's termination, if applicable;

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

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

E. Copies of all sales scripts, training materials, advertisements, or other marketing materials, including e-mail and Internet websites or web pages, regarding any good, service, company, or website disseminated by Defendants to any person; and

F. All records and documents necessary to demonstrate full compliance with each provision of this Order, including, but not limited to, copies of acknowledgments of receipt of this Order, required by Paragraphs XIII and XIV of this Order, and all reports submitted to the Commission pursuant to Paragraphs XV and XVII of this Order.

**COMPLIANCE MONITORING**

**XVII.**

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

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

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B. In addition, the Commission is authorized to monitor compliance with this Order by all other lawful means, including, but not limited to, the following:

1. obtaining discovery from any person, without further leave of court, using the procedures prescribed by Fed. R. Civ. P. 30, 31, 33, 34, 36, and 45; and
2. posing as consumers and suppliers to: Defendants, Defendants' employees, or any entity managed or controlled in whole or in part by any of the Defendants, without the necessity of identification or prior notice; and

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

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

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**COMPLETE SETTLEMENT**

**XVIII.**

**IT IS FURTHER ORDERED** that entry of the foregoing Order shall constitute a final judgment and order in this matter. The entry of the foregoing order shall constitute a full, complete, and final settlement of this action.

**SEVERABILITY**

**XIX.**

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

**RETENTION OF JURISDICTION**

**XX.**

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

**SO STIPULATED:**

**FOR THE FEDERAL TRADE COMMISSION: FOR DEFENDANTS REMOTE**

JAMES A. KOHM  
Associate Director for Enforcement

ROBERT KAYE  
Assistant Director for Enforcement

s/ Patricia F. Bak  
PATRICIA F. BAK, A5500988  
EDWIN RODRIGUEZ, A5500818

**RESPONSE CORPORATION,  
ALBERTO SALAMA, SAMUEL  
SALAMA, AND ELIAS SALAMA, AND  
FOR ASE INVESTMENTS, LLC:**

s/ Hector Lora  
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**Case No. 06-20168-CIV-ALTONAGA/Turnoff**

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Counsel for Defendants and ASE  
Investments, LLC

**FOR DEFENDANT REMOTE  
RESPONSE:**

s/ Alberto Salama  
ALBERTO SALAMA, President

**FOR DEFENDANTS ALBERTO  
SALAMA, SAMUEL SALAMA, AND  
ELIAS SALAMA, AND FOR ASE  
INVESTMENTS, LLC:**

s/ Elias Salama  
ELIAS SALAMA, Individually and as  
Member and Managing Member of ASE,  
Investments, LLC  
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(305) 341-3250 (facsimile)

s/ Samuel Salama  
SAMUEL SALAMA, Individually and as  
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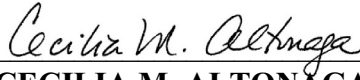
s/ Alberto Salama  
ALBERTO SALAMA, Individually and as  
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(954) 457-8534



**Case No. 06-20168-CIV-ALTONAGA/Turnoff**

**JUDGMENT IS THEREFORE ENTERED** pursuant to all the terms and conditions recited above.

**DONE AND ORDERED** in Chambers at Miami, Florida this 22nd day of August, 2007.

  
\_\_\_\_\_  
**CECILIA M. ALTONAGA**  
**UNITED STATES DISTRICT JUDGE**

cc: Magistrate Judge William C. Turnoff  
counsel of record