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16 FEDERAL TRADE COMMISSION

17 UNITED STATES DISTRICT COURT
18 CENTRAL DISTRICT OF CALIFORNIA

19 FEDERAL TRADE COMMISSION,

20 Plaintiff,

21 v.

22 SALE SLASH, LLC, a California
23 limited liability company, *et al.*,

24 Defendants.

Case No. CV15-03107 PA (AJWx)

~~Proposed~~

Preliminary Injunction

Hearing Date: May 11, 2015

Time: 1:30 p.m.

Place: Courtroom 15, United States
Courthouse, 312 North Spring Street
Los Angeles, CA

25 This Court, having considered the Preliminary Injunction (“Order”), the
26 filings by the Federal Trade Commission (“FTC”) in support of the Order, and the
27 other filings in this case, and for other cause appearing, hereby orders that:
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FILED
CLERK, U.S. DISTRICT COURT
MAY 12 2015
CENTRAL DISTRICT OF CALIFORNIA
DEPUTY
BY [Signature]

LODGED
CLERK, U.S. DISTRICT COURT
MAY - 8 2015
CENTRAL DISTRICT OF CALIFORNIA
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ORIGINAL

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FINDINGS OF FACT

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1. This Court has jurisdiction over the subject matter of this case and over Defendants.

2. Venue in this district, process, and service of process are proper.

3. There is good cause to believe that Defendants Sale Slash, LLC, a California limited liability company, Purists Choice LLC, a California limited liability company, Artur Babayan, and Vahe Haroutounian have engaged and are likely to continue to engage in acts or practices that violate Sections 5(a) and 12 of the FTC Act, 15 U.S.C. §§ 45(a) & 52, and Section 5(a) of the CAN-SPAM Act, 15 U.S.C. § 7704(a), and that the FTC is therefore likely to prevail on the merits of this action.

4. There is good cause to believe that consumers will suffer immediate and continuing harm from Defendants' ongoing violations of Section 5(a) and 12 of the FTC Act and Section 5(a) of the CAN-SPAM Act unless Defendants are restrained and enjoined by order of this Court.

5. There is good cause to believe that immediate and irreparable damage to the Court's ability to grant effective final relief for consumers in the form of monetary restitution and/or disgorgement of ill-gotten gains will occur from the transfer, dissipation, or concealment by Defendants of their assets or business records unless Defendants are immediately restrained and enjoined by order of this

1 Court. Therefore, there is good cause for an asset freeze and the appointment of a
2 permanent receiver over the Corporate Defendants;

3 6. Weighing the equities and considering the FTC's likelihood of
4 ultimate success, this Order is in the public interest.
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6 7. No security is required of any agency of the United States for issuance
7 of a preliminary injunction, Fed. R. Civ. P. 65(c).
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9 **DEFINITIONS**

10 For the purposes of this Order, the following definitions shall apply:
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12 1. "Asset" or "Assets" means any legal or equitable interest in, right to,
13 or claim to, any real or personal property, including, but not limited to, "goods,"
14 "instruments," "equipment," "fixtures," "general intangibles," "inventory,"
15 "checks," or "notes" (as these terms are defined in the Uniform Commercial
16 Code), lines of credit, chattels, leaseholds, contracts, mail or other deliveries,
17 shares of stock, lists of consumer names, accounts, credits, premises, receivables,
18 funds, and all cash, wherever located.
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21 2. "Assisting others" includes, but is not limited to: (a) performing
22 customer service functions, including, but not limited to, receiving or responding
23 to consumer complaints; (b) formulating or providing, or arranging for the
24 formulation or provision of, any sales script or other marketing material;
25 (c) providing names of, or assisting in the generation of, potential customers;
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1 (d) performing or providing marketing or billing services of any kind; (e) acting as
2 an officer or director of a business entity; (f) hosting websites; or (g) processing
3 payments.
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5 3. **“Clear and conspicuous”** and **“clearly and conspicuously”** means
6 that a required disclosure is difficult to miss (i.e., easily noticeable) and easily
7 understandable by ordinary consumers, including in all of the following ways:
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9 a. In any communication that is solely visual or solely audible, the
10 disclosure must be made through the same means through which the
11 communication is presented. In any communication made through both visual and
12 audible means, such as a television advertisement, the disclosure must be presented
13 simultaneously in both the visual and audible portions of the communication, even
14 if the representation requiring the disclosure is made in only one means.
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17 b. A visual disclosure, by its size, contrast, location, the length of
18 time it appears, and other characteristics, must stand out from any accompanying
19 text or other visual elements so that it is easily noticed, read, and understood.
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22 c. An audible disclosure, including by telephone or streaming
23 video, must be delivered in a volume, speed, and cadence sufficient for ordinary
24 consumers to easily hear and understand it.
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26 d. In any communication using an interactive electronic medium,
27 such as the Internet or software, the disclosure must be unavoidable.
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1 e. The disclosure must use diction and syntax understandable to
2 ordinary consumers and must appear in each language in which the representation
3 that requires the disclosure appears.
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5 f. The disclosure must comply with these requirements in each
6 medium through which it is received, including all electronic devices and face-to-
7 face communications.
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9 g. The disclosure must not be contradicted or mitigated by, or
10 inconsistent with, anything else in the communication.
11

12 4. **“Commercial electronic mail message”** (or **“commercial email”**)
13 means any electronic mail message the primary purpose of which is the
14 commercial advertisement or promotion of a commercial product or service
15 (including the content on an Internet website operated for commercial purposes).
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17 15 U.S.C. § 7702(2).
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19 5. **“Competent and reliable scientific evidence”** means tests, analyses,
20 research, or studies that have been conducted and evaluated in an objective manner
21 by qualified persons and are generally accepted in the profession to yield accurate
22 and reliable results.
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24 6. **“Corporate Defendants”** or **“Receivership Defendants”** means Sale
25 Slash, LLC, a California limited liability company, and Purists Choice LLC, a
26 California limited liability company, and their successors and assigns, as well as
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1 any subsidiaries, and any fictitious business entities or business names created or
2 used by these entities.

3 7. **“Covered Product”** means any dietary supplement, food, or drug,
4 including, but not limited to, Premium Green Coffee, Premium Raspberry Ketone,
5 Pure Caralluma Fimbriata Extract, Pure Forskolin Extract, Pure Garcinia
6 Pure Caralluma Fimbriata Extract, Pure Forskolin Extract, Pure Garcinia
7 Cambogia, Pure Garcinia Cambogia HCA, Pure Saffron, and Pure White Kidney
8 Bean Extract.
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10 8. **“Defendants”** means all of the Individual Defendants and the
11 Corporate Defendants, individually, collectively, or in any combination.
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13 9. **“Document”** or **“Documents”** means any materials listed in Federal
14 Rule of Civil Procedure 34(a), and includes writings, drawings, graphs, charts,
15 photographs, audio and video recordings, computer records, and other data
16 compilations from which information can be obtained and translated, if necessary,
17 through detection devices into reasonably usable form. A draft or non-identical
18 copy is a separate document within the meaning of the term.
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21 10. **“Financial Institution”** means any bank, savings and loan institution,
22 credit union, or any financial depository of any kind, including, but not limited to,
23 any brokerage house, trustee, broker-dealer, escrow agent, title company,
24 commodity trading company, or precious metal dealer.
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1 11. “**Header Information**” means the source, destination, and routing
2 information attached to an electronic mail message, including the originating
3 domain name and originating electronic mail address, and any other information
4 that appears in the line identifying, or purporting to identify, a person initiating the
5 message. 15 U.S.C. § 7702(8).
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8 12. “**Individual Defendants**” means Artur Babayan and Vahe
9 Haroutounian, or by whatever other name each may be known.

10 13. “**Initiate**,” when used with respect to a commercial electronic mail
11 message, means to originate or transmit such message or to procure the origination
12 or transmission of such message. 15 U.S.C. § 7702(9).
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14 14. “**Person**” means a natural person, an organization or other legal
15 entity, including a corporation, partnership, sole proprietorship, limited liability
16 company, association, cooperative, or any other group or combination acting as an
17 entity.
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20 15. “**Plaintiff**,” “**Commission**,” or “**FTC**” means the Federal Trade
21 Commission.
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23 16. “**Procure**,” when used with respect to the initiation of a commercial
24 electronic mail message, means intentionally to pay or provide other consideration
25 to, or induce, another person to initiate such a message on one’s behalf. 15 U.S.C.
26 § 7702(12).
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1 17. “**Receivership Defendants**” means Sale Slash, LLC, a California
2 limited liability company and Purists Choice LLC, a California limited liability
3 company, and their successors and assigns, as well as any subsidiaries, affiliates,
4 divisions, or sales or customer service operations, and any fictitious business
5 entities or business names created or used by these entities, including, but not
6 limited to, Apex Customer Care LLC, a California limited liability company, E-
7 Level Marketing Inc., a California corporation, Future DNA LLC, a California
8 limited liability company, Geneva Shox LLC, a California limited liability
9 company, Genix Marketing LLC, a California limited liability company, Lead
10 Kings LLC, a California limited liability company, Optim Products LLC, a
11 California limited liability company, Penway LLC, a California limited liability
12 company, Renvee LLC, a California limited liability company, and Vita Fuse LLC,
13 a California limited liability company.
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19 18. “**Sender**” means a person who initiates a commercial electronic mail
20 message and whose product, service, or Internet website is advertised or promoted
21 by the message. 15 U.S.C. § 7702(16).
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23 19. “**TRO**” means the *Ex Parte* Temporary Restraining Order with an
24 Asset Freeze, Appointment of a Receiver, and Other Equitable Relief, and Order to
25 Show Cause Why a Preliminary Injunction Should Not Issue entered by this Court
26 on April 27, 2015.
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I.

PROHIBITED WEIGHT-LOSS CLAIMS

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3 **IT IS ORDERED** that Defendants and their officers, agents, servants,
4 employees, and attorneys, and all other persons in active concert or participation
5 with any of them, who receive actual notice of this Order, whether acting directly
6 or indirectly, in connection with the manufacturing, labeling, advertising,
7 promotion, offering for sale, sale, or distribution of any Covered Product, are
8 hereby restrained and enjoined from making, or assisting others in making, directly
9 or by implication, including through the use of a product name, endorsement,
10 depiction, or illustration, any representation, that:
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15 A. Such Covered Product causes, or assists in causing, weight loss, or
16 any specific amount of weight loss;

17 B. Such Covered Product causes, or assists in causing, rapid weight loss;
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19 or

20 C. Consumers who use the Covered Product can generally expect to
21 achieve the weight loss results represented by an endorser of such Covered
22 Product;
23 unless the representation is non-misleading and, at the time of making such
24 representation, Defendants possess and rely upon competent and reliable scientific
25 evidence, as that term is defined above, that is sufficient in quality and quantity
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1 based on standards generally accepted in the scientific fields, when considered in
2 light of the entire body of relevant and reliable scientific evidence, to substantiate
3 the representation is true.
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5 **II.**

6 **PROHIBITED MISREPRESENTATIONS**

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8 **IT IS FURTHER ORDERED** that Defendants and their officers, agents,
9 servants, employees, and attorneys, and all other persons in active concert or
10 participation with any of them who receive actual notice of this Order by personal
11 service or otherwise, whether acting directly or through any corporation,
12 subsidiary, division, or other device, in connection with the advertising, marketing,
13 promotion, offering for sale, or sale of any Covered Product, are hereby restrained
14 and enjoined from misrepresenting, or assisting others in misrepresenting, directly
15 or indirectly, expressly or by implication, any material fact, including, but not
16 limited to, that Defendants' products are or have been used, endorsed, or approved
17 by specifically identified celebrities such as Oprah Winfrey and The Doctors
18 television show.
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23 **III.**

24 **PROHIBITIONS AGAINST**
25 **COMMERCIAL EMAIL MISREPRESENTATIONS**

26 **IT IS FURTHER ORDERED** that Defendants and their officers, agents,
27 servants, employees, and attorneys, and all other persons in active concert or
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1 participation with any of them who receive actual notice of this Order by personal
2 service or otherwise, whether acting directly or through any corporation,
3 subsidiary, division, or other device, in connection with the advertising, marketing,
4 promotion, offering for sale, or sale of any product, service, or program, are hereby
5 restrained and enjoined from initiating the transmission of a commercial email that:
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8 A. Contains, or is accompanied by, materially false or materially
9 misleading header information, including but not limited to:

10 1. an originating electronic mail address, domain name, or Internet
11 Protocol address when the access to such originating electronic email address,
12 domain name or Internet Protocol address was obtained by means of false or
13 fraudulent pretenses or representations; or
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16 2. a “from” line (the line identifying or purporting to identify the
17 person initiating the messages) that does not accurately identify any person who
18 initiated the message; or
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20 B. Contains a subject heading likely to mislead recipients, acting
21 reasonably under the circumstances, about material facts regarding the contents or
22 subject matter of the message.
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24 **IV.**

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26 **PROHIBITIONS AGAINST**
27 **OPT-OUT AND POSTAL ADDRESS VIOLATIONS**
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IT IS FURTHER ORDERED that Defendants and their officers, agents, servants, employees, and attorneys, and all other persons in active concert or participation with any of them who receive actual notice of this Order by personal service or otherwise, whether acting directly or through any corporation, subsidiary, division, or other device, in connection with the advertising, marketing, promotion, offering for sale, or sale of any product, service, or program, are hereby restrained and enjoined from initiating the transmission of a commercial email that:

A. Does not include a clear and conspicuous notice of the recipient's opportunity to decline to receive further commercial electronic mail messages from the sender at the recipient's electronic mail address and describes the means by which the recipient can decline to receive future commercial email messages from the sender;

B. Does not include a functioning return electronic mail address or other Internet-based mechanism, clearly and conspicuously displayed, that a recipient can use to submit a reply electronic mail message or other form of Internet-based communication requesting not to receive future commercial electronic mail messages from the sender at the electronic mail address where the message was received, and that remains capable of receiving such messages or communications for no less than 30 days after the transmission of the original message;

C. Does not include the sender's valid physical postal address; or

1 D. Is sent to a recipient's email address, more than 10 days after the
2 sender receives a request from that email recipient not to receive future
3 commercial electronic mail messages from the sender at the recipient's electronic
4 mail address.
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6 V.

7 **ASSET FREEZE**

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9 **IT IS FURTHER ORDERED** that Defendants and their officers, agents,
10 servants, employees, attorneys, and all other persons in active concert or
11 participation with any of them, who receive actual notice of this Order by personal
12 service or otherwise, whether acting directly or through any trust, corporation,
13 subsidiary, division, or other device, except as provided herein, as stipulated by the
14 parties, or as directed by further order of the Court, are hereby restrained and
15 enjoined from:
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18 A. Transferring, liquidating, converting, encumbering, pledging, loaning,
19 selling, concealing, dissipating, disbursing, assigning, spending, withdrawing,
20 granting a lien or security interest or other interest in, or otherwise disposing of any
21 funds, real or personal property, accounts, contracts, shares of stock, lists of
22 consumer names, or other assets, or any interest therein, wherever located,
23 including outside the territorial United States, that are:
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1 1. Owned, controlled, or held by, in whole or in part, for the
2 benefit of, or subject to access by, or belonging to, any Defendant;

3 2. In the actual or constructive possession of any Defendant; or
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5 3. In the actual or constructive possession of, or owned,
6 controlled, or held by, or subject to access by, or belonging to, any other
7 corporation, partnership, trust, or any other entity directly or indirectly owned,
8 managed, or controlled by, or under common control with, any Defendant,
9 including, but not limited to, any assets held by or for any Defendant in any
10 account at any bank or savings and loan institution, or with any credit card
11 processing agent, automated clearing house processor, network transaction
12 processor, bank debit processing agent, customer service agent, commercial mail
13 receiving agency, or mail holding or forwarding company, or any credit union,
14 retirement fund custodian, money market or mutual fund, storage company,
15 trustee, or with any broker-dealer, escrow agent, title company, commodity trading
16 company, precious metal dealer, or other financial institution or depository of any
17 kind, either within or outside the territorial United States;
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23 B. Opening or causing to be opened any safe deposit boxes, commercial
24 mail boxes, or storage facilities titled in the name of any Defendant, or subject to
25 access by any Defendant or under any Defendant's control, without providing the
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1 Commission prior notice and an opportunity to inspect the contents in order to
2 determine that they contain no assets covered by this Section;

3 C. Cashing any checks or depositing or processing any payments from
4 customers or clients of Defendants;

6 D. Incurring charges or cash advances on any credit card issued in the
7 name, singly or jointly, of any Defendant; or

9 E. Incurring liens or encumbrances on real property, personal property,
10 or other assets in the name, singly or jointly, of any Defendant or of any
11 corporation, partnership, or other entity directly or indirectly owned, managed, or
12 controlled by any Defendant.

14 *Provided further*, that the assets affected by this Section shall include: (1) all
15 assets of Defendants as of the time this Order is entered; and (2) for assets obtained
16 after the time this Order is entered, those assets of Defendants that are derived,
17 directly or indirectly, from the Defendants' activities related to the marketing or
18 sale of any Covered Product, including the activities of any Receivership
19 Defendant.
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23 This Section does not prohibit transfers to the Permanent Receiver, as
24 specifically required in Section X.D (Delivery of Receivership Property), nor does
25 it prohibit the repatriation of foreign assets, as specifically required in Section XII
26 (Repatriation of Assets and Documents) of this Order.
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1 VI.

2 **DUTIES OF THIRD PARTIES HOLDING DEFENDANTS' ASSETS**

3 IT IS FURTHER ORDERED that any financial institution, business entity,
4 or person maintaining or having custody or control of any account or other asset of
5 any Defendant, or any corporation, partnership, or other entity directly or indirectly
6 owned, managed, or controlled by, or under common control with any Defendant,
7 which is served with a copy of this Order, or otherwise has actual or constructive
8 knowledge of this Order, shall:
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11 A. Hold and retain within its control and prohibit the withdrawal,
12 removal, assignment, transfer, pledge, hypothecation, encumbrance, disbursement,
13 dissipation, conversion, sale, liquidation, or other disposal of any of the assets,
14 funds, documents, or other property held by, or under its control:
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16
17 1. On behalf of, or for the benefit of, any Defendant or any other
18 Person subject to Section V above;
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20 2. In any account maintained in the name of, or for the benefit of,
21 or subject to withdrawal by, any Defendant or other Person subject to Section V
22 above; and
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24 3. That are subject to access or use by, or under the signatory
25 power of, any Defendant or other Person subject to Section V above;
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1 B. Deny Defendants access to any safe deposit boxes or storage facilities
2 that are either:

3 1. Titled in the name, individually or jointly, of any Defendant, or
4 other Person subject to Section V above; or

5 2. Subject to access by any Defendant or other Person subject to
6 Section V above;
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9 C. Within five (5) days of the date of service of this Order, provide
10 Plaintiff a sworn statement setting forth:

11 1. The identification number of each account or asset titled in the
12 name, individually or jointly, of any Defendant, or held on behalf of, or for the
13 benefit of, any Defendant or other Person subject to Section V above, including all
14 trust accounts managed on behalf of any Defendant or subject to any Defendant's
15 control;
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17 2. The balance of each such account, or a description of the nature
18 and value of such asset;
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20 3. The identification and location of any safe deposit box,
21 commercial mail box, or storage facility that is either titled in the name,
22 individually or jointly, of any Defendant, or is otherwise subject to access or
23 control by any Defendant or other Person subject to Section V above, whether in
24 whole or in part; and
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1 service or otherwise, whether acting directly or through any trust, corporation,
2 subsidiary, division, or other device, are hereby restrained and enjoined from:

3 A. Failing to create and maintain books, records, accounts, bank
4 statements, current accountants' reports, general ledgers, general journals, cash
5 receipt ledgers, cash disbursement ledgers and source documents, documents
6 indicating title to real or personal property, and any other data which, in reasonable
7 detail, accurately, fairly and completely reflect the incomes, disbursements,
8 transactions, dispositions, and uses of the Defendants' assets;

9 B. Destroying, erasing, mutilating, concealing, altering, transferring, or
10 otherwise disposing of, in any manner, directly or indirectly, any documents,
11 including electronically-stored materials, that relate in any way to the business
12 practices or business or personal finances of Defendants; to the business practices
13 or finances of entities directly or indirectly under the control of Defendants; or to
14 the business practices or finances of entities directly or indirectly under common
15 control with any other Defendant; and

16 C. Creating, operating, or exercising any control over any new business
17 entity, whether newly formed or previously inactive, including any partnership,
18 limited partnership, joint venture, sole proprietorship, or corporation, without first
19 providing Plaintiff with a written statement disclosing: (1) the name of the business
20 entity; (2) the address, telephone number, email address, and website address of the
21 entity;

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1 business entity; (3) the names of the business entity's officers, directors, principals,
2 managers, and employees; and (4) a detailed description of the business entity's
3 intended activities.
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5 **VIII.**

6 **PROHIBITION ON DISCLOSING CUSTOMER INFORMATION**

7 **IT IS FURTHER ORDERED** that Defendants and their officers, agents,
8 servants, employees, attorneys, and all other persons in active concert or
9 participation with any of them, who receive actual notice of this Order by personal
10 service or otherwise, whether acting directly or through any trust, corporation,
11 subsidiary, division, or other device, are hereby restrained and enjoined from:
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14 A. Selling, renting, leasing, transferring, or otherwise disclosing the
15 name, address, birth date, telephone number, email address, Social Security
16 number, Social Insurance number, credit card number, bank account number, or
17 other financial or identifying personal information of any person from whom or
18 about whom any Defendant obtained such information in connection with activities
19 alleged in Plaintiff's Complaint; and
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22 B. Benefiting from or using the name, address, birth date, telephone
23 number, email address, Social Security number, Social Insurance number, credit
24 card number, bank account number, or other financial or identifying personal
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1 information of any person from whom or about whom any Defendant obtained
2 such information in connection with activities alleged in Plaintiff's Complaint.

3 *Provided, however,* that Defendants may disclose such financial or
4 identifying personal information to a law enforcement agency or as required by
5 any law, regulation, or court order.
6

7 **IX.**

8 **FINANCIAL STATEMENTS**

9 **IT IS FURTHER ORDERED** that, unless previously submitted in full
10 compliance with the TRO, each Defendant shall serve upon counsel for Plaintiff,
11 no later than five (5) business days after entry of this Order, a completed financial
12 statement accurate as of the date of entry of this Order, on the forms served on
13 Defendants with the TRO for Individual Defendants and for Corporate Defendants,
14 as the case may be, signed under penalty of perjury.
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16 The financial statements shall include assets held outside the territory of the
17 United States, shall be accurate as of the date of the entry of this Order, and shall
18 be verified under oath. Defendants shall attach to these completed financial
19 statements copies of all local, state, provincial, and federal income and property tax
20 returns, with attachments and schedules, as called for by the instructions to the
21 financial statements.
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X.

PERMANENT RECEIVER

A. APPOINTMENT OF PERMANENT RECEIVER

IT IS FURTHER ORDERED that Robb Evans and Associates, LLC is appointed Permanent Equity Receiver (“Receiver”) for Receivership Defendants and any of their affiliates, subsidiaries, divisions, or sales or customer service operations, wherever located, including, but not limited to, Apex Customer Care LLC, a California limited liability company, E-Level Marketing Inc., a California corporation, Future DNA LLC, a California limited liability company, Geneva Shox LLC, a California limited liability company, Genix Marketing LLC, a California limited liability company, Lead Kings LLC, a California limited liability company, Optim Products LLC, a California limited liability company, Penway LLC, a California limited liability company, Renvee LLC, a California limited liability company, and Vita Fuse LLC, a California limited liability company, with the full power of an equity receiver. The Receiver shall be the agent of this Court, and solely the agent of this Court, in acting as Receiver under this Order. The Receiver shall be accountable directly to this Court. The Receiver shall comply with all Local Rules of this Court governing receivers.

1 **B. RECEIVERSHIP DUTIES**

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

4 1. Assume full control of the Receivership Defendants by
5 removing, as the Receiver deems necessary or advisable, any director, officer,
6 employee, independent contractor, or agent of the Receivership Defendants,
7 including any Individual Defendant, from control of, management of, or
8 participation in, the affairs of the Receivership Defendants;

9 2. Take exclusive custody, control, and possession of all assets
10 and documents of, or in the possession, custody, or under the control of, the
11 Receivership Defendants, wherever situated. The Receiver shall have full power to
12 divert mail and to sue for, collect, receive, take in possession, hold, and manage all
13 assets and documents of the Receivership Defendants and other persons or entities
14 whose interests are now held by or under the direction, possession, custody, or
15 control of the Receivership Defendants. Provided, however, that the Receiver shall
16 not attempt to collect any amount from a consumer or to allow the Receivership
17 Defendants to continue to debit or otherwise charge a consumer's account, if the
18 Receiver believes the consumer was a victim of the unfair or deceptive acts or
19 practices alleged in the Complaint in this matter;

1 3. Use any means necessary to take possession of and to secure all
2 areas of the business premises of the Receivership Defendants. Such steps may
3 include, but are not limited to, the following as the Receiver deems necessary or
4 advisable: (a) serving this Order; (b) completing a written inventory of all
5 receivership assets; (c) obtaining pertinent information from all employees and
6 other agents of the Receivership Defendants, including, but not limited to, the
7 name, home address, Social Security number, job description, method of
8 compensation, and all accrued and unpaid commissions and compensation of each
9 such employee or agent; (d) videotaping all portions of the locations; (e) securing
10 the locations by changing the locks and disconnecting any computer modems or
11 other means of access to the computer or other records maintained at the locations;
12 (f) requiring any persons present on the premises at the time this Order is served to
13 leave the premises, to provide the Receiver with proof of identification, or to
14 demonstrate to the satisfaction of the Receiver that such persons are not removing
15 from the premises documents or assets of the Receivership Defendants; and/or
16 (g) employ the assistance of law enforcement officers as the Receiver deems
17 necessary to implement the provisions of this Order;
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24 4. Conserve, hold, and manage all receivership assets, and
25 perform all acts necessary or advisable to preserve the value of those assets, in
26 order to prevent any irreparable loss, damage, or injury to consumers or to
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1 creditors of the Receivership Defendants, including, but not limited to, obtaining
2 an accounting of the assets and preventing transfer, withdrawal, or misapplication
3 of assets, and including the authority to liquidate or close out any open securities or
4 commodity futures positions of the Receivership Defendants;
5

6 5. Enter into contracts and purchase insurance as advisable or
7 necessary;
8

9 6. Prevent the inequitable distribution of assets and determine,
10 adjust, and protect the interests of consumers and creditors who have transacted
11 business with the Receivership Defendants;
12

13 7. Manage and administer the business of the Receivership
14 Defendants until further order of this Court by performing all incidental acts that
15 the Receiver deems to be advisable or necessary, which includes retaining, hiring,
16 or dismissing any employees, independent contractors, or agents;
17
18

19 8. Choose, engage, and employ attorneys, accountants, appraisers,
20 and other independent contractors and technical specialists, as the Receiver deems
21 advisable or necessary in the performance of duties and responsibilities under the
22 authority granted by this Order;
23

24 9. Make payments and disbursements from the receivership estate
25 that are necessary or advisable for carrying out the directions of, or exercising the
26 authority granted by, this Order. The Receiver shall apply to the Court for prior
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1 approval of any payment of any debt or obligation incurred by the Receivership
2 Defendants prior to the date of entry of this Order, except payments that the
3 Receiver deems necessary or advisable to secure assets of the Receivership
4 Defendants, such as rental payments;
5

6 10. Determine and implement the manner in which the
7 Receivership Defendants will comply with, and prevent violations of, this Order
8 and all other applicable laws;
9

10 11. Institute, compromise, adjust, appear in, intervene in, or
11 become party to such actions or proceedings in state, federal or foreign courts that
12 the Receiver deems necessary and advisable to preserve or recover the assets of the
13 Receivership Defendants or that the Receiver deems necessary and advisable to
14 carry out the Receiver's mandate under this Order;
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17 12. Defend, compromise, adjust, or otherwise dispose of any or all
18 actions or proceedings instituted in the past or in the future against the Receiver in
19 his or her role as Receiver, or against the Receivership Defendants that the
20 Receiver deems necessary and advisable to preserve the assets of the Receivership
21 Defendants or that the Receiver deems necessary and advisable to carry out the
22 Receiver's mandate under this Order;
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26 13. Continue and conduct the business of the Receivership
27 Defendants in such manner, to such extent, and for such duration as the Receiver
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1 may in good faith deem to be necessary or appropriate to operate the business
2 profitably and lawfully, if at all; provided, however, that the continuation and
3 conduct of the business shall be conditioned upon the Receiver's good faith
4 determination that the business can be lawfully operated at a profit using the assets
5 of the receivership estate;
6

7
8 14. Issue subpoenas to obtain documents and records pertaining to
9 the receivership, and conduct discovery in this action on behalf of the receivership
10 estate;
11

12 15. Open one or more bank accounts as designated depositories for
13 funds of the Receivership Defendants. The Receiver shall deposit all funds of the
14 Receivership Defendants in such a designated account and shall make all payments
15 and disbursements from the receivership estate from such an account;
16

17 16. Maintain accurate records of all receipts and expenditures that
18 he or she makes as Receiver;
19

20 17. Cooperate with reasonable requests for information or
21 assistance from any state or federal law enforcement agency; and
22

23 18. File reports with the Court on a timely and reasonable basis.
24

25 **C. COOPERATION WITH THE RECEIVER**

26 **IT IS FURTHER ORDERED** that:
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1 1. Defendants and their officers, agents, servants, employees, and
2 attorneys, and all other persons in active concert or participation with any of them,
3 who receive actual notice of this Order by personal service or otherwise, whether
4 acting directly or through any trust, corporation, subsidiary, division, or other
5 device, shall fully cooperate with and assist the Receiver. This cooperation and
6 assistance shall include, but not be limited to:
7

8 a. Providing any information to the Receiver that the
9 Receiver deems necessary to exercising the authority and discharging the
10 responsibilities of the Receiver under this Order;
11

12 b. Providing any password required to access any computer,
13 electronic file, or telephonic data in any medium; or
14

15 c. Advising all persons who owe money to the Receivership
16 Defendants that all debts should be paid directly to the Receiver.
17

18 2. Defendants and their officers, agents, servants, employees, and
19 attorneys, and all other persons in active concert or participation with any of them,
20 who receive actual notice of this Order by personal service or otherwise, whether
21 acting directly or through any trust, corporation, subsidiary, division, or other
22 device, are hereby restrained and enjoined from directly or indirectly:
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24 a. Transacting any of the business of the Receivership
25 Defendants;
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b. Destroying, secreting, defacing, transferring, or otherwise altering or disposing of any documents of the Receivership Defendants, including, but not limited to, books, records, accounts, writings, drawings, graphs, charts, photographs, audio and video recordings, computer records, and other data compilations, electronically-stored records, or any other records of any kind or nature;

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 Defendants, or the Receiver;

d. Excusing debts owed to the Receivership Defendants;

e. Failing to notify the Receiver of any asset, including accounts, of the Receivership Defendants held in any name other than the name of the Receivership Defendants, or by any person or entity other than the Receivership Defendants, or failing to provide any assistance or information requested by the Receiver in connection with obtaining possession, custody, or control of such assets;

f. Doing any act or refraining from any act whatsoever to interfere with the Receiver's taking custody, control, possession, or managing of the assets or documents subject to this receivership; or to harass or interfere with

1 the Receiver in any way; or to interfere in any manner with the exclusive
2 jurisdiction of this Court over the assets or documents of the Receivership
3 Defendants; or to refuse to cooperate with the Receiver or the Receiver's duly
4 authorized agents in the exercise of their duties or authority under any order of this
5 Court; or
6

7
8 g. Filing, or causing to be filed, any petition on behalf of the
9 Receivership Defendants for relief under the United States Bankruptcy Code, 11
10 U.S.C. § 101 et seq., without prior permission from this Court.
11

12 **D. DELIVERY OF RECEIVERSHIP PROPERTY**

13 **IT IS FURTHER ORDERED** that:

14
15 1. Immediately upon entry of this Order, or within such period as
16 may be permitted by the Receiver, Defendants or any other person or entity shall
17 transfer or deliver possession, custody, and control of the following to the
18 Receiver:
19

20 a. All assets of the Receivership Defendants, including
21 assets subject to repatriation pursuant to Section XI, *infra*;

22 b. All documents of the Receivership Defendants,
23 including, but not limited to, books and records of accounts, all financial and
24 accounting records, balance sheets, income statements, bank records (including
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1 monthly statements, canceled checks, records of wire transfers, and check
2 registers), client lists, title documents and other papers;

3 c. All assets belonging to members of the public now held
4 by the Receivership Defendants; and

5 d. All keys, codes, and passwords necessary to gain or to
6 secure access to any assets or documents of the Receivership Defendants,
7 including, but not limited to, access to their business premises, means of
8 communication, accounts, computer systems, mail boxes, or other property. This
9 includes providing the necessary means to gain access to at least the following
10 commercial mail boxes:
11

12 (i) 225 South Lake Avenue, #300, Pasadena,
13 California 91101;

14 (ii) 530 South Lake Avenue, #501, Pasadena,
15 California 91101; and

16 (iii) 11333 Moorpark Street, #502, Studio City,
17 California 91602.

18 2. In the event any person or entity fails to deliver or transfer any
19 receivership asset or document or otherwise fails to comply with any provision of
20 this Section, the Receiver may file *ex parte* an Affidavit of Non-Compliance
21 regarding the failure. Upon filing of the affidavit, the Court may authorize,
22 without additional process or demand, Writs of Possession or Sequestration or
23 other equitable writs requested by the Receiver. The writs shall authorize and
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1 direct the United States Marshal or any sheriff or deputy sheriff of any county, or
2 any other federal or state law enforcement officer, to seize the asset, document, or
3 other thing and to deliver it to the Receiver.
4

5 **E. TRANSFER OF FUNDS TO THE RECEIVER**

6 **IT IS FURTHER ORDERED** that, upon service of a copy of this Order, all
7
8 financial institutions, finance companies, commercial lending companies, credit
9 card processing agents or agents providing electronic funds transfer services or
10 automated clearing house processing, brokerage houses, escrow agents, money
11 market or mutual funds, title companies, commodity futures merchants,
12 commodity trading companies, precious metal dealers, trustees, or other financial
13 institutions or depositories of any kind, shall cooperate with all reasonable requests
14 of the Receiver relating to implementation of this Order, including transferring
15 funds at his or her direction and producing records related to the assets of the
16 Receivership Defendants.
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20 **F. STAY OF ACTIONS**

21 **IT IS FURTHER ORDERED** that:
22

23 1. Except by leave of this Court, during pendency of the
24 receivership ordered herein, Defendants and all other persons and entities be and
25 hereby are stayed from taking any action to establish or enforce any claim, right, or
26 interest for, against, on behalf of, in, or in the name of, the Receivership
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1 Defendants, any of their subsidiaries, affiliates, partnerships, assets, documents, or
2 the Receiver or the Receiver's duly authorized agents acting in their capacities as
3 such, including, but not limited to, the following actions:
4

5 a. Commencing, prosecuting, continuing, entering, or
6 enforcing any suit or proceeding, except that such actions may be filed to toll any
7 applicable statute of limitations;
8

9 b. Accelerating the due date of any obligation or claimed
10 obligation; filing, perfecting or enforcing any lien; taking or attempting to take
11 possession, custody, or control of any asset; attempting to foreclose, forfeit, alter,
12 or terminate any interest in any asset, whether such acts are part of a judicial
13 proceeding, are acts of self-help, or otherwise, or setoff of any debt owing to the
14 Receivership Defendants that arose before the date of this Order against any claim
15 against the Receivership Defendants;
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18 c. Executing, issuing, serving, or causing the execution,
19 issuance or service of, any legal process, including, but not limited to, attachments,
20 garnishments, subpoenas, writs of replevin, writs of execution, or any other form
21 of process whether specified in this Order or not; or
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24 d. Doing any act or thing whatsoever to interfere with the
25 Receiver taking custody, control, possession, or management of the assets or
26 documents subject to this receivership, or to harass or interfere with the Receiver
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1 in any way, or to interfere in any manner with the exclusive jurisdiction of this
2 Court over the assets or documents of the Receivership Defendants.

3 2. This Order does not stay:

4 a. The commencement or continuation of a criminal action
5 or proceeding;

6 b. The commencement or continuation of an action or
7 proceeding by a governmental unit to enforce such governmental unit's police or
8 regulatory power; or

9 c. The enforcement of a judgment, other than a money
10 judgment, obtained in an action or proceeding by a governmental unit to enforce
11 such governmental unit's police or regulatory power.

12 3. Except as otherwise provided in this Order, all persons and
13 entities in need of documentation from the Receiver shall in all instances first
14 attempt to secure such information by submitting a formal written request to the
15 Receiver, and, if such request has not been responded to within thirty (30) days of
16 receipt by the Receiver, any such person or entity may thereafter seek an order of
17 this Court with regard to the relief requested.

18 **G. COMPENSATION OF RECEIVER**

19 **IT IS FURTHER ORDERED** that the Receiver and all personnel hired by
20 the Receiver as herein authorized, including counsel to the Receiver and
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1 accountants, are entitled to reasonable compensation for the performance of duties
2 pursuant to this Order and for the cost of actual out-of-pocket expenses incurred by
3 them, from the assets now held by, or in the possession or control of, or which may
4 be received by the Receivership Defendants. The Receiver shall file with the
5 Court and serve on the parties periodic requests for the payment of such reasonable
6 compensation, with the first such request filed no more than ~~sixty (60)~~ ^{thirty (30)} days after
7 the date of this Order. ^{and every 30 days thereafter.} The Receiver shall not increase the hourly rates used as the
8 bases for such fee applications without prior approval of the Court.
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12 **XI.**

13 **ACCESS TO BUSINESS PREMISES**

14 **IT IS FURTHER ORDERED** that Defendants and their officers, agents,
15 servants, employees, and attorneys, and all other persons in active concert or
16 participation with any of them, who receive actual notice of this Order by personal
17 service or otherwise, whether acting directly or through any trust, corporation,
18 subsidiary, division, or other device, and the Receiver, shall allow Plaintiff's
19 representatives, agents, and assistants, as well as the Receivership Defendants'
20 representatives, and the Individual Defendants themselves, reasonable access to all
21 of Receivership Defendants' business premises, or any other premises where the
22 Receivership Defendants conduct business or customer service operations. Such
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1 Defendants or are under Defendants' direct or indirect control, jointly, severally, or
2 individually;

3 B. Unless previously completed in full compliance with the TRO, within
4 three (3) business days following entry of this Order, provide Plaintiff with a full
5 accounting of all documents and assets that are located outside of the territory of
6 the United States of America or that have been transferred to the territory of the
7 United States of America pursuant to Subsection A above and are held by or for
8 any Defendant or are under any Defendant's direct or indirect control, jointly,
9 severally, or individually, including the addresses and names of any foreign or
10 domestic financial institution or other entity holding the documents and assets,
11 along with the account numbers and balances;

12 C. Hold and retain all such documents and assets and prevent any
13 transfer, disposition, or dissipation whatsoever of any such documents or assets;
14 and

15 D. Unless previously completed in full compliance with the TRO, within
16 three (3) business days following entry of this Order, provide Plaintiff access to
17 Defendants' records and documents held by financial institutions or other entities
18 outside the territory of the United States of America, by signing and delivering to
19 Plaintiff's counsel the Consent to Release of Financial Records attached to this
20 Order as Attachment A.

XIII.

INTERFERENCE WITH REPATRIATION

IT IS FURTHER ORDERED that Defendants are hereby 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 the preceding Section XII of this Order, including, but not limited to:

A. Sending any statement, letter, facsimile, email or wire transmission, or telephoning or engaging in any other act, directly or indirectly, that results in a determination by a foreign trustee or other entity that a “duress” event has occurred under the terms of a foreign trust agreement, until such time that assets have been fully repatriated pursuant to the preceding Section of this Order; and

B. Notifying any trustee, protector or other agent of any foreign trust or other related entities of either the existence of this Order, or of the fact that repatriation is required pursuant to a Court order, until such time as assets have been fully repatriated pursuant to the preceding Section of this Order.

XIV.

EXPEDITED DISCOVERY

~~**IT IS FURTHER ORDERED** that pursuant to Federal Rules of Civil Procedure 30(a), 31(a), 34, and 45, and notwithstanding the provisions of Federal~~

1 Rules of Civil Procedure 26(d) and (f), 30(a)(2)(A), and 31(a)(2)(A), the parties are
2 granted leave, at any time after entry of this Order to:

3 A. Take the deposition of any person, whether or not a party, for the
4 purpose of discovering the nature, location, status, and extent of the assets of
5 Defendants, and Defendants' affiliates and subsidiaries; the nature and location of
6 documents reflecting the business transactions of Defendants, and Defendants'
7 affiliates and subsidiaries; the location of any premises where Defendants, directly
8 or through any third party, conduct business operations; the Defendants'
9 whereabouts; and/or the applicability of any evidentiary privileges to this action;
10 and
11

12 B. Demand the production of documents from any person, whether or not
13 a party, relating to the nature, status, and extent of the assets of Defendants, and
14 Defendants' affiliates and subsidiaries; the nature and location of documents
15 reflecting the business transactions of Defendants, and Defendants' affiliates and
16 subsidiaries; the location of any premises where Defendants, directly or through
17 any third party, conduct business operations; the Defendants' whereabouts; and/or
18 the applicability of any evidentiary privileges to this action.
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24 Three (3) days notice shall be deemed sufficient for any such deposition,
25 five (5) days notice shall be deemed sufficient for the production of any such
26 documents, and twenty-four (24) hours notice shall be deemed sufficient for the
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1 production of any such documents that are maintained or stored only as electronic
2 data. The provisions of this Section shall apply both to parties to this case and to
3 non-parties. The limitations and conditions set forth in Federal Rules of Civil
4 Procedure 30(a)(2)(A)(ii) and 31(a)(2)(A)(ii) regarding subsequent depositions of
5 an individual shall not apply to depositions taken pursuant to this Section. Any
6 such depositions taken pursuant to this Section shall not be counted toward any
7 limit on the number of depositions under the Federal Rules of Civil Procedure or
8 the Local Rules of the Central District of California, including those set forth in
9 Federal Rules of Civil Procedure 30(a)(2)(A) and 31(a)(2)(A). Service of
10 discovery upon a party, taken pursuant to this Section, shall be sufficient if made
11 through the means described in Section XVI of this Order.
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16 **XV.**

17 **DISTRIBUTION OF ORDER BY DEFENDANTS**

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19 **IT IS FURTHER ORDERED** that Defendants shall immediately provide a
20 copy of this Order to each of their corporations, subsidiaries, affiliates, divisions,
21 directors, officers, agents, partners, successors, assigns, employees, attorneys,
22 agents, representatives, sales entities, sales persons, telemarketers, independent
23 contractors, and any other persons in active concert or participation with them.
24 Within five (5) calendar days following entry of this Order, each Defendant shall
25 file with this Court and serve on Plaintiff, an affidavit identifying the names, titles,
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1 addresses, and telephone numbers of the persons that Defendants have served with
2 a copy of this Order in compliance with this provision.

3
4 **XVI.**

5 **SERVICE OF THIS ORDER**

6 **IT IS FURTHER ORDERED** that copies of this Order may be distributed
7
8 by United States First Class Mail, overnight delivery, facsimile, electronic mail, or
9 personally, by agents or employees of Plaintiff, by agents or employees of the
10 Receiver, by any law enforcement agency, or by private process server, upon any
11 person, financial institution, or other entity that may have possession or control of
12 any property, property right, document, or asset of any Defendant, or that may be
13 subject to any provision of this Order. Service upon any branch or office of any
14 financial institution or entity shall effect service upon the entire financial
15 institution or entity.
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19 **XVII.**

20 **CONSUMER REPORTING AGENCIES**

21 **IT IS FURTHER ORDERED** that, pursuant to Section 604 of the Fair
22 Credit Reporting Act, 15 U.S.C. § 1681b, any consumer reporting agency may
23 furnish a consumer or credit report concerning any Defendant to Plaintiff.
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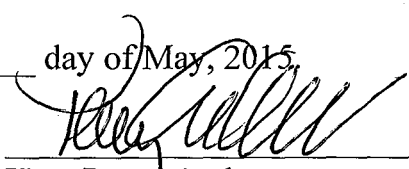
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XVIII.

JURISDICTION

IT IS FURTHER ORDERED that this Court shall retain jurisdiction of
this matter for all purposes.

IT IS SO ORDERED, this 12th day of May, 2015.



Hon. Percy Anderson
United States District Judge

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

SALE SLASH, LLC, a California
limited liability company, *et al.*,

Defendants.

Case No. _____

CONSENT TO RELEASE OF
FINANCIAL INFORMATION

I, _____, of _____ (city
or province and country), do hereby direct any person, bank, savings and loan
association, credit union, depository institution, finance company, commercial
lending company, payment processor, payment processing entity, common carrier,
customs broker, commercial mail receiving agency, mail holding and/or
forwarding company, brokerage house, escrow agent, money market or mutual
fund, title company, commodity trading company, or trustee, that holds, controls or
maintains custody of assets, wherever located, that are owned or controlled by me,
or any of the above Defendants, in whole or in part, or at which I, or any of the
above Defendants, have an account of any kind upon which I am authorized to
draw, and its officers, employees and agents, to disclose all information and deliver
copies of all documents of every nature in its possession or control which relate to
the said accounts to any attorney for Plaintiffs, and to give evidence relevant

Attachment A

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thereto, in the above captioned matter, *FTC v. Sale Slash, LLC, et al.*, now pending in the United States District Court for the Central District of California, and this shall be irrevocable authority for so doing. This direction is intended to apply to the laws of countries other than the United States of America which restrict or prohibit the disclosure of bank or other financial information without the consent of the holder of the account, and shall be construed as consent with respect thereto, and the same shall apply to any of the accounts for which I may be the relevant principal.

Dated: _____, 2015

[Signature]

[Print Name]

CERTIFICATE OF SERVICE

1
2 My name is Matthew H. Wernz. I am an attorney employed by the Federal
3 Trade Commission ("FTC"), 55 West Monroe Street, Suite 1825, Chicago, IL
4 60603. On Friday, May 8, 2015, I caused the FTC's proposed Preliminary
5 Injunction to be sent by FedEx and email to:
6


7 Karl S. Kronenberger
8 Virginia Sanderson
9 Kronenberger Rosenfeld, LLP
10 150 Post Street, Suite 520
11 San Francisco, CA 94108
12 Tel: (415) 955-1155; Fax: (415) 955-1158
13 karl@KRInternetlaw.com
14 ginny@KRInternetlaw.com
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16 Michael Fletcher
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21 Tel: (323) 852-1000; Fax: (323) 651-2577
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24 Newman Du Wors LLP
25 100 Wilshire Boulevard, Suite 940
26 Santa Monica, CA 90401
DN@newmanlaw.com
keith@newmanlaw.com
27 *Attorneys for non-party VAS Media Group, Inc.*
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I declare under penalty of perjury that the foregoing is true and correct. Executed
this 8th day of May, 2015, at Chicago, Illinois.


Matthew H. Wernz