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 3 ROBERTO ANGUIZOLA  
 Federal Trade Commission  
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 5 Washington, DC 20580  
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 6 202-326-3484 (Brooke)  
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 7 202-326-3096 (Goodman)  
 8 202-326-3284 (Anguizola)  
 Attorneys for Plaintiff Federal Trade Commission

9  
 10 UNITED STATES DISTRICT COURT  
 FOR THE DISTRICT OF NEVADA

11  
 12 Case No. 2:10-cv-02203-MMD-GWF

13 FEDERAL TRADE COMMISSION,  
 14  
 Plaintiff,  
 15 v.  
 16  
 17 JEREMY JOHNSON, *et al.*,  
 18  
 Defendants.  
 19

20 **STIPULATED FINAL ORDER FOR PERMANENT INJUNCTION AND**  
 21 **MONETARY JUDGMENT AS TO DEFENDANT ANDY JOHNSON**

22 On December 21, 2010, Plaintiff, the Federal Trade Commission ("FTC" or  
 23 "Commission") filed a redacted Complaint for permanent injunction and other relief pursuant to  
 24 Section 13(b) of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. § 53(b), and Section  
 25 917(c) of the Electronic Fund Transfer Act ("EFTA"), 15 U.S.C. § 1693o(c), alleging that  
 26 defendants Jeremy Johnson, Duane Fielding, Andy Johnson, Loyd Johnston, Scott Leavitt, Scott  
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28 Stipulated Final Order as to Andy Johnson  
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1 Muir, Bryce Payne, Kevin Pilon, Ryan Riddle, Terrason Spinks, I Works, Inc., Anthon Holdings  
2 Corp., Cloud Nine Marketing, Inc., CPA Upsell, Inc., Elite Debit, Inc., Employee Plus, Inc.,  
3 Internet Economy, Inc., Market Funding Solutions, Inc., Network Agenda, LLC, Success  
4 Marketing, Inc., Big Bucks Pro, Inc., Blue Net Progress, Inc., Blue Streak Processing, Inc., Bolt  
5 Marketing, Inc., Bottom Dollar, Inc., Bumble Marketing, Inc., Business First Inc., Business Loan  
6 Success, Inc., Cold Bay Media, Inc., Costnet Discounts, Inc., CS Processing, Inc., Cutting Edge  
7 Processing, Inc., Diamond J Media, Inc., Ebusiness First, Inc., Ebusiness Success, Inc., Ecom  
8 Success, Inc., Excess Net Success, Inc., Fiscal Fidelity, Inc., Fitness Processing, Inc., Funding  
9 Search Success, Inc., Funding Success, Inc., GG Processing, Inc., GGL Rewards, Inc., Highlight  
10 Marketing, Inc., Hooper Processing, Inc., Internet Business Source, Inc., Internet Fitness, Inc.,  
11 Jet Processing, Inc., JRB Media, Inc., Lifestyles For Fitness, Inc., Mist Marketing, Inc., Money  
12 Harvest, Inc., Monroe Processing, Inc., Net Business Success, Inc., Net Commerce, Inc., Net  
13 Discounts, Inc., Net Fit Trends, Inc., Optimum Assistance, Inc., Power Processing, Inc., Premier  
14 Performance, Inc., Pro Internet Services, Inc., Razor Processing, Inc., Rebate Deals, Inc., Revive  
15 Marketing, Inc., Simcor Marketing, Inc., Summit Processing, Inc., The Net Success, Inc.,  
16 Tranfirst, Inc., Tran Voyage, Inc., Unlimited Processing, Inc., and xCel Processing, Inc., have  
17 engaged in violations of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), Section 917(c) of  
18 EFTA, 15 U.S.C. § 1693o(c) (“EFTA”), and Section 205.10(b) of Regulation E (“Reg E”), 12  
19 C.F.R. § 205.10(b), in connection with the marketing and sale of Internet-based information  
20 products and services.  
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23

24 The Commission and Defendant Andy Johnson (“A. Johnson”) have agreed to the entry  
25 of, and request the Court to enter, this Stipulated Final Order for Permanent Injunction and  
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1 Monetary Judgment as to A. Johnson ("Order") to resolve all matters of dispute in this action  
2 between them.

3 **THEREFORE, IT IS STIPULATED, AGREED, AND ORDERED**

4 as follows:

- 5
- 6 1. This Court has jurisdiction over the subject matter of this case and over the Defendant  
7 A. Johnson;
  - 8 2. Venue is proper in this District under 28 U.S.C. § 1391(b) and (c) and 15 U.S.C. § 53(b);
  - 9 3. The activities alleged in the Complaint are in or affecting "commerce" as that term is  
10 defined in Section 4 of the FTC Act, 15 U.S.C. § 44;
  - 11 4. The Complaint states a claim upon which relief may be granted under Sections 5(a) and  
12 13(b) of the FTC Act, 15 U.S.C. §§ 45(a) and 53(b); under Section 917(c) of EFTA, 15  
13 U.S.C. § 1693o(c); and Reg E, 12 C.F.R. § 205.10(b);
  - 14 5. Defendant A. Johnson has entered into this Order freely and without coercion, and he  
15 acknowledges that he has read the provisions of this Order and is prepared to abide by  
16 them;
  - 17 6. This Order is in addition to, and not in lieu of, any other civil or criminal remedies that  
18 may be provided by law;
  - 19 7. Defendant A. Johnson waives all rights to seek appellate review or otherwise challenge or  
20 contest the validity of this Order and waives and releases any claim he may have against  
21 the Commission, its employees, representatives, or agents, and the Receiver and the  
22 Receiver's employees, representatives, or agents;
  - 23 8. Defendant A. Johnson agrees that this Order does not entitle him to seek or to obtain  
24 attorneys' fees as a prevailing party under the Equal Access to Justice Act, 28 U.S.C. §  
25  
26  
27

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1 2412, as amended by Pub. L. 104-121, 110 Stat. 847, 863-64 (1996), and he further  
2 waives any right to attorneys' fees that may arise under said provision of law;

3 9. Defendant A. Johnson neither admits nor denies any allegations in the Complaint. Only  
4 for purposes of this action, Defendant A. Johnson admits the facts necessary to establish  
5 jurisdiction and as otherwise specifically stated in this Order;

6  
7 10. This Order is remedial in nature and no portion of any payments paid herein shall be  
8 deemed or construed as payment of a fine, damages, penalty, or punitive assessment

9 11. The Court finds that there is no just reason for delay of entry of this Order and that the  
10 Order should therefore be entered; and

11 12. Entry of this Order is in the public interest.  
12

13 **ORDER**

14 **DEFINITIONS**

15 For the purpose of this Order, the following definitions shall apply:

- 16 1. **"Affiliate Network"** means any Person who provides Defendant A. Johnson with  
17 Marketing Affiliates for an Affiliate Program or whom Defendant A. Johnson contracts  
18 with as a Marketing Affiliate to promote any Product.  
19  
20 2. **"Affiliate Program(s)"** means any arrangement under which Defendant A. Johnson  
21 pays, offers to pay, or provides or offers to provide any form of consideration to any third  
22 party to: (1) provide Defendant A. Johnson or his Clients with, or refer to Defendant A.  
23 Johnson or his Clients, potential or actual customers; or (2) otherwise market, advertise,  
24 or offer for sale any Product on behalf of Defendant A. Johnson or his Clients.  
25  
26 3. **"Assists others"** or **"Assisting others"** means providing assistance or support to any  
27 person or entity, including, but not limited to, providing any of the following services:

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1 (1) performing customer service functions, including, but not limited to, receiving or  
2 responding to consumer complaints; (2) formulating or providing, or arranging for the  
3 formulation or provision of, any promotional material; (3) providing names of, or  
4 assisting in the generation of, potential customers; (4) verifying, processing, fulfilling, or  
5 arranging for the fulfillment of orders; (5) hiring, recruiting, or training personnel; (6)  
6 performing promotional or marketing services of any kind; or (7) processing or arranging  
7 for processing of credit cards, debit cards, Automated Clearinghouse (“ACH”) debits,  
8 remotely-created checks, or payments through any other system.  
9

10 4. **“Clear(ly) and Conspicuous(ly)”** or “Clear and Conspicuous” means that a required  
11 disclosure is difficult to miss (i.e., easily noticeable) and easily understandable by  
12 ordinary consumers, including in all of the following ways:  
13

14 a. In any communication that is solely visual or solely audible, the disclosure must  
15 be made through the same means through which the communication is presented. In any  
16 communication made through both visual and audible means, such as a television  
17 advertisement, the disclosure must be presented simultaneously in both the visual and  
18 audible portions of the communication even if the representation requiring the disclosure  
19 is made in only one means.

20 b. A visual disclosure, by its size, contrast, location, the length of time it appears,  
21 and other characteristics, must stand out from any accompanying text or other visual  
22 elements so that it is easily noticed, read, and understood.  
23

24 c. An audible disclosure, including by telephone or streaming video, must be  
25 delivered in a volume, speed, and cadence sufficient for ordinary consumers to easily  
26 hear and understand it.  
27

1 d. In any communication using an interactive electronic medium, such as the  
2 Internet or software, the disclosure must be unavoidable.

3 e. The disclosure must use diction and syntax understandable to ordinary consumers  
4 and must appear in each language in which the representation that requires the disclosure  
5 appears.

6 f. The disclosure must comply with these requirements in each medium through  
7 which it is received, including all electronic devices and face-to-face communications.

8 g. The disclosure must not be contradicted or mitigated by, or inconsistent with,  
9 anything else in the communication.

10 h. When the representation or sales practice targets a specific audience, such as  
11 children, the elderly, or the terminally ill, "ordinary consumers" includes reasonable  
12 members of that group.

13  
14  
15 5. "**Client**" means any third party to which Defendant A. Johnson provides any of the  
16 services listed in the definition of Assisting others.

17 6. "**Continuity Program**" means any plan, arrangement, or system under which a  
18 consumer is periodically charged to maintain a service or periodically receive any  
19 Product, including, but not limited to, access to a "member only" website.

20 7. "**Corporate Defendants**" means I Works, Inc., Anthon Holdings Corp., Cloud Nine  
21 Marketing, Inc., CPA Upsell, Inc., Elite Debit, Inc., Employee Plus, Inc., Internet  
22 Economy, Inc., Market Funding Solutions, Inc., Network Agenda, LLC, Success  
23 Marketing, Inc., Big Bucks Pro, Inc., Blue Net Progress, Inc., Blue Streak Processing,  
24 Inc., Bolt Marketing, Inc., Bottom Dollar, Inc., Bumble Marketing, Inc., Business First  
25 Inc., Business Loan Success, Inc., Cold Bay Media, Inc., Costnet Discounts, Inc., CS  
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1 Processing, Inc., Cutting Edge Processing, Inc., Diamond J Media, Inc., Ebusiness First,  
2 Inc., Ebusiness Success, Inc., Ecom Success, Inc., Excess Net Success, Inc., Fiscal  
3 Fidelity, Inc., Fitness Processing, Inc., Funding Search Success, Inc., Funding Success,  
4 Inc., GG Processing, Inc., GGL Rewards, Inc., Highlight Marketing, Inc., Hooper  
5 Processing, Inc., Internet Business Source, Inc., Internet Fitness, Inc., Jet Processing,  
6 Inc., JRB Media, Inc., LifeStyles for Fitness, Inc., Mist Marketing, Inc., Money Harvest,  
7 Inc., Monroe Processing, Inc., Net Business Success, Inc., Net Commerce, Inc., Net  
8 Discounts, Inc., Net Fit Trends, Inc., Optimum Assistance, Inc., Power Processing, Inc.,  
9 Premier Performance, Inc., Pro Internet Services, Inc., Razor Processing, Inc., Rebate  
10 Deals, Inc., Revive Marketing, Inc., Simcor Marketing, Inc., Summit Processing, Inc.,  
11 The Net Success, Inc., Tranfirst, Inc., Tran Voyage, Inc., Unlimited Processing, Inc., and  
12 xCel Processing, Inc., and by whatever other names each may be known, and any  
13 subsidiaries, affiliates, any fictitious business entities or business names created or used  
14 by these entities, or any of them, and their successors and assigns.

- 15  
16  
17 8. **“Document”** is synonymous in meaning and equal in scope to the usage of the term in  
18 Federal Rule of Civil Procedure 34(a), and includes writings, drawings, graphs, charts,  
19 Internet sites, Webpages, Websites, electronic correspondence, including e-mail and  
20 instant messages, photographs, audio and video recordings, contracts, accounting data,  
21 advertisements (including, but not limited to, advertisements placed on the World Wide  
22 Web), FTP Logs, Server Access Logs, USENET Newsgroup postings, World Wide Web  
23 pages, books, written or printed records, handwritten notes, telephone logs, telephone  
24 scripts, receipt books, ledgers, personal and business canceled checks and check  
25 registers, bank statements, appointment books, computer records, and other data  
26  
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1 compilations from which information can be obtained and translated. A draft or  
2 non-identical copy is a separate document within the meaning of the term.

3 9. **“Endorsement”** means any advertising message (including verbal statements,  
4 demonstrations, or depictions of the name, signature, likeness or other identifying  
5 personal characteristics of an individual or the name or seal of an organization), which  
6 message consumers are likely to believe reflects the opinions, beliefs, findings, or  
7 experience of a party other than the sponsoring advertiser.

8  
9 10. **“Endorser”** means the party whose opinions, beliefs, findings, or experience the  
10 message appears to reflect, and may be an individual, group or institution.

11 11. **“Express Verifiable Authorization”** means:

12 a. Express written authorization by the customer, which includes the customer’s  
13 signature, and shall include an electronic or digital form of signature, to the extent  
14 that such form of signature is recognized as a valid signature under applicable federal  
15 law or state contract law;

16  
17 b. Express oral authorization which is audio-recorded and made available upon request  
18 to the customer, and the customer’s bank or other billing entity, and which evidences  
19 clearly both the customer’s authorization of payment for the goods or services that  
20 are the subject of the transaction and the customer’s receipt of all of the following  
21 information:

22  
23 (i) An accurate description, clearly and conspicuously stated, of the goods or  
24 services for which payment authorization is sought;

25 (ii) The number of debits, charges, or payments (if more than one);

26 (iii) The date(s) the debit(s), charge(s), or payment(s) will be submitted for  
27



1 payment;

2 (iv) The amount(s) of the debit(s), charge(s), or payment(s);

3 (v) The customer's name;

4 (vi) The customer's billing information, identified with sufficient specificity such  
5 that the customer understands what account will be used to collect payment  
6 for the goods or services that are the subject of the transaction;

7  
8 (vii) A telephone number for customer inquiry that is answered during normal  
9 business hours; and

10 (viii) The date of the customer's oral authorization; or

11 c. Written confirmation of the transaction, identified in a Clear and Conspicuous  
12 manner as such on the outside of the envelope, sent to the customer via first class  
13 mail prior to the submission for payment of the customer's billing information, and  
14 that includes all of the information contained in b(i)-(vii) above and a Clear and  
15 Conspicuous statement of the procedures by which the customer can obtain a refund  
16 in the event the confirmation is inaccurate; *provided, however*, that this means of  
17 authorization shall not be deemed verifiable in instances in which goods or services  
18 are offered in a transaction involving a free-to-pay conversion and preacquired  
19 account information.  
20

21  
22 12. **"Financial Institution"** means any institution the business of which is engaging in  
23 financial activities as described in section 4(k) of the Bank Holding Company Act of  
24 1956 (12 U.S.C. § 1843(k)). An institution that is significantly engaged in financial  
25 activities is a Financial Institution.

26 13. **"Forced Upsell"** means the automatic bundling of any additional Product with the  
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1 purchase of a Primary Product. For purposes of this Order, a Forced Upsell shall include,  
2 but not be limited to, any bundled additional Product from which consumers cannot  
3 optout, as well as any Upsell that uses a pre-checked checkbox.

4 14. **“In Close Proximity”** shall mean for any communication presented solely through visual  
5 means: on the same webpage, online service page, mobile device screen, or other  
6 electronic page, and immediately adjacent to the cost-related claim and viewable in  
7 conjunction with the cost-related claim in such a manner that the communication is  
8 viewable without requiring the consumer to scroll up, down, or sideways, or otherwise  
9 adjust their browser window or mobile device window in any way. Representations or  
10 disclosures in response to cost-related claims that are accessed or displayed through  
11 hyperlinks, pop-ups, interstitials, or other means are NOT “In Close Proximity.”

12 15. **“Individual Defendants”** means Jeremy Johnson, Duane Fielding, Andy Johnson, Loyd  
13 Johnston, Scott Leavitt, Scott Muir, Bryce Payne, Kevin Pilon, Ryan Riddle, and  
14 Terrason Spinks.

15 16. **“Investment Opportunity”** means anything, tangible or intangible, including a program  
16 or plan, that is offered for sale, sold, or traded based wholly or in part on representations,  
17 either express or implied, about past, present, or future income, earnings, profit, or  
18 appreciation.

19 17. **“I Works Defendant(s)”** means the Corporate Defendants and the Individual  
20 Defendants, individually, collectively, or in any combination.

21 18. **“Marketing Affiliate”** means any person or entity, including third-party marketers and  
22 Affiliate Networks, who participates in an Affiliate Program.

23 19. **“Material”** means likely to affect a person’s choice of, or conduct regarding, a Product.

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- 1 20. **“Material Connection”** means any relationship that materially affects the weight or  
2 credibility of any Endorsement and that would not be reasonably expected by consumers.
- 3 21. **“Material Fact”** means any statement that is likely to affect a person’s choice of, or  
4 conduct regarding, a Product.
- 5 22. **“Merchant Account”** means any account with an acquiring bank or other Financial  
6 Institution, service provider, payment processor, independent sales organization, or other  
7 entity that enables an individual, a business, or other organization to accept payments of  
8 any kind.
- 9 23. **“Negative Option Feature”** means, in an offer or agreement to sell or provide any  
10 Product, a provision under which the customer’s silence or failure to take an affirmative  
11 action to reject a Product or to cancel the agreement is interpreted by the seller or  
12 provider as acceptance of the offer.
- 13 24. **“Plaintiff”** or **“Commission”** or **“FTC”** means the Federal Trade Commission.
- 14 25. **“Primary Product”** means the chief or principal Product that is the subject of the  
15 marketing materials or sales offers.
- 16 26. **“Product”** means products, goods, and services, and includes online memberships.
- 17 27. **“Representatives”** means Defendant A. Johnson’s agents, employees, salespersons,  
18 independent contractors, attorneys, corporations, subsidiaries, affiliates, and those  
19 persons in active concert or participation with Defendant A. Johnson, who receive actual  
20 notice of this Order by personal service or otherwise.
- 21 28. **“Sensitive Personal Information”** means nonpublic information concerning an  
22 individual consumer, including, but not limited to: Social Security number, in whole or  
23 in part; credit and/or debit card information, in whole or in part, including credit and/or  
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1 debit card number, expiration date, and transaction detail records; Financial Institution  
2 account information or transaction records, in whole or in part, including the ABA  
3 routing number, account number, check number, and transaction detail records; and  
4 account information or transaction records relating to nontraditional payment systems,  
5 such as any telecommunications billing system, PayPal, and BillMeLater.

6  
7 29. "Upsell" shall mean any Product that is offered to the consumer at the time the consumer  
8 purchases the Primary Product.

9 I.

10 CONDUCT PROHIBITIONS

11 **IT IS THEREFORE ORDERED** that Defendant A. Johnson, whether acting directly or  
12 through any officer, agent, employee, sole proprietorship, partnership, limited liability  
13 company, corporation, subsidiary, branch, division, or other entity, is hereby permanently  
14 restrained and enjoined from:  
15

16 A. Advertising, marketing, promoting, offering for sale, or selling any Product as a  
17 Forced Upsell, or Assisting others engaged in advertising, marketing, promoting, offering  
18 for sale, or selling any Product as a Forced Upsell;

19 B. Holding any ownership or other financial interest in any business entity that engages  
20 in or Assists others in the advertising, marketing, promoting, offering for sale, or selling  
21 any Product as a Forced Upsell;

22 C. Serving as an officer, director, or manager of any business entity, unless Defendant  
23 A. Johnson actually controls, participates in, or has knowledge of the daily operations of  
24 that entity;  
25  
26

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1 D. Acting as a signatory on any account for any business entity unless Defendant A.  
2 Johnson controls, participates in, or has knowledge of the daily operations of that entity;  
3 and

4 E. Applying for any Merchant Account for any business entity unless Defendant A.  
5 Johnson controls, participates in, or has knowledge of the daily operations of that  
6 business entity.

7  
8 *Provided further*, nothing in this Order shall be construed as an exception to this Section

9 I.

10 II.

11 **PROHIBITED PRACTICES**

12 **IT IS FURTHER ORDERED** that:

13 A. In connection with the advertising, marketing, promotion, offering for sale, or sale of  
14 any Product, Defendant A. Johnson and his Representatives, whether acting directly or  
15 through any entity, corporation, subsidiary, division, affiliate, or other device are hereby  
16 restrained and enjoined from:

- 17
- 18 1. Making or Assisting others in making, either directly or indirectly, expressly or by  
19 implication, any false or misleading statement or representation of Material Fact;
  - 20 2. Misrepresenting or Assisting others in misrepresenting, either directly or  
21 indirectly, expressly or by implication:
    - 22 a. That government grants are generally available to individuals to pay  
23 personal expenses;  
24
- 25  
26  
27

- b. That consumers will be able to find government grants to pay personal expenses using materials provided by, marketed by, or advertised by Defendant A. Johnson;
- c. That consumers who purchase an Investment Opportunity provided by, marketed by, or advertised by Defendant A. Johnson are likely to make money;
- d. The income, earnings, profits, or sales volume likely to be achieved from an Investment Opportunity;
- e. Any Material aspect of a Continuity Program or of a Negative Option Feature including, but not limited to, the fact that the customer's account will be charged unless the customer takes an affirmative action to avoid the charge(s), the date(s) the charge(s) will be submitted for payment, and the specific steps the customer must take to avoid the charge(s);
- f. The total cost to purchase, receive, or use, and the quantity of, any Product that is the subject of the sales offer;
- g. The risks associated with a Product, including that a Product is Risk-Free, Low Risk, or otherwise results in no obligation to the consumer;
- h. Any Material restrictions, limitations, or conditions to purchase, receive, or use any Product that is the subject of the sales offer;
- i. Any Material aspect of the performance, efficacy, nature, or central characteristics of any Product that is the subject of the sales offer;
- j. Any Material aspect of the nature or terms of the seller's refund, cancellation, exchange, or repurchase policies;

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- 1 k. The status of any user or Endorser of a Product, including, but not limited  
2 to, misrepresenting that the user or Endorser is an independent user or  
3 ordinary, unbiased consumer of the Product; or  
4  
5 l. That consumer Endorsements reflect typical consumer experiences with a  
6 Product;

7 3. Failing to disclose Clearly and Conspicuously:

- 8 a. The total cost to purchase, receive, or use any Product that is the subject of  
9 the sales offer;  
10  
11 b. The total cost to purchase, receive, or use any Product in equal or greater  
12 size and prominence, and In Close Proximity to, any request that  
13 consumers provide their name, address, telephone number, email address,  
14 or any Sensitive Personal Information;  
15  
16 c. The total cost to purchase, receive, or use any Product subject to the sales  
17 offer, in equal or greater size and prominence, and In Close Proximity to,  
18 any cost-related claim including, but not limited to, any claim that the  
19 Product is "free," has a minimal cost, or is being offered on a trial basis or  
20 at an introductory or limited-time reduced cost;  
21  
22 d. All Material terms and conditions of any Negative Option Feature  
23 including, but not limited to, the fact that the customer's account will be  
24 charged unless the customer takes an affirmative action to avoid the  
25 charge(s), the date(s) the charge(s) will be submitted for payment, and the  
26 specific steps the customer must take to avoid the charge(s);  
27

- 1 e. All Material terms and conditions of any Negative Option Feature  
2 including, but not limited to, the fact that the customer's account will be  
3 charged unless the customer takes an affirmative action to avoid the  
4 charge(s), the date(s) the charge(s) will be submitted for payment, and the  
5 specific steps the customer must take to avoid the charge(s) in equal or  
6 greater size and prominence, and In Close Proximity to, any request that  
7 consumers provide their name, address, telephone number, email address,  
8 or any Sensitive Personal Information;  
9  
10 f. All Material terms and conditions of any Continuity Plan;  
11  
12 g. All Material terms and conditions of any Continuity Plan in equal or  
13 greater size and prominence, and In Close Proximity to, any request that  
14 consumers provide their name, address, telephone number, email address,  
15 or any Sensitive Personal Information;  
16  
17 h. All Material terms and conditions of any Continuity Plan or Negative  
18 Option Feature in equal or greater size and prominence, and In Close  
19 Proximity to, any cost-related claim including, but not limited to, any  
20 claim that a product is "free" or "no cost," if a cost-related claim is made  
21 in the course of advertising, offering for sale, or otherwise marketing any  
22 Product; and  
23  
24 i. All Material terms and conditions of any Continuity Program or Negative  
25 Option Feature in equal or greater size and prominence, and In Close  
26 Proximity to, any claim about risks associated with a Product, including  
27 claims that a Product is Risk-Free, Low Risk, or otherwise results in no  
28



1 obligation to the consumer, if such claim is made in the course of  
2 advertising, offering for sale, or otherwise marketing any Product;

3 4. Failing to disclose Clearly and Conspicuously any other Material information,  
4 including, but not limited to:

- 5 a. The quantity of any Product that is the subject of the sales offer;  
6  
7 b. Any Material term or condition including, but not limited to, any  
8 restrictions, limitations, or conditions to purchase, receive, or use any  
9 Product that is the subject of the sales offer;  
10  
11 c. Any Material aspect of the nature or terms of a refund, cancellation,  
12 exchange, or repurchase policy for any Product including, but not limited  
13 to, if there is a policy of not making refunds, cancellations, exchanges, or  
14 repurchases;  
15  
16 d. That Endorsers received funds or some other benefit, directly or indirectly  
17 from any individual or entity manufacturing, advertising, labeling,  
18 promoting, offering for sale, selling, or distributing a Product that is the  
19 subject of an Endorsement including, but not limited to, if Endorsers  
20 received funds or some other benefit from a non-profit charitable fund that  
21 is directly or indirectly associated with any individual or entity  
22 manufacturing, advertising, labeling, promoting, offering for sale, selling,  
23 or distributing a Product that is the subject of an Endorsement, *provided*  
24 *that*, this provision shall not apply where (1) the Endorser is an expert or  
25 Person known to a significant portion of the viewing public, and (2) the  
26

1 endorsement appears in an advertisement where payment would be  
2 ordinarily expected by viewers; and

3 e. Any Material Connection, when one exists, between any user or Endorser  
4 and any other individual or entity manufacturing, advertising, labeling,  
5 promoting, offering for sale, selling, or distributing a Product;

6  
7 B. Defendant A. Johnson and his Representatives, whether acting directly or through  
8 any entity, corporation, subsidiary, division, affiliate, or other device are hereby  
9 restrained and enjoined from charging or debiting a consumer's bank, credit, or  
10 other financial account, or otherwise assessing charges to a consumer, without  
11 first obtaining the consumer's Express Verifiable Authorization; and

12 C. In connection with applying for or maintaining Merchant Accounts, Defendant A.  
13 Johnson and his Representatives, whether acting directly or through any entity,  
14 corporation, subsidiary, division, affiliate, or other device are hereby permanently  
15 restrained and enjoined from:

16  
17 1. Making or Assisting others in making, expressly or by implication, any false or  
18 misleading statement or representation including, but not limited to, any statement  
19 or representation concerning the identity of the owner, manager, director, or  
20 officer of the applicant for or holder of a Merchant Account, to an acquiring bank  
21 or other Financial Institution, service provider, payment processor, independent  
22 sales organization, or other entity that enables an individual, a business, or other  
23 organization to accept payments of any kind; or  
24

1           2. Failing to disclose to an acquiring bank or other Financial Institution, service  
2           provider, payment processor, independent sales organization, or other entity that  
3           enables an individual, a business, or other organization to accept payments of any  
4           kind any Material information related to a Merchant Account including, but not  
5           limited to, the identity of the owner, manager, director, or officer of the applicant  
6           for or holder of a Merchant Account, and any connection between the owner,  
7           manager, director, or officer of the applicant for or holder of a Merchant Account  
8           and any third person who has been or is placed in a Merchant Account monitoring  
9           program, had a Merchant Account terminated by a payment processor or a  
10           Financial Institution, or has been fined or otherwise disciplined in connection with  
11           a Merchant Account by a payment processor or a Financial Institution.  
12

13  
14                                 **III.**

15                                 **PROHIBITION AGAINST VIOLATION OF THE**  
16                                 **ELECTRONIC FUND TRANSFER ACT**

17           **IT IS FURTHER ORDERED** that, in connection with the advertising, marketing,  
18           promotion, offering for sale, or sale of any Product, Defendant A. Johnson and his  
19           Representatives, whether acting directly or through any entity, corporation, subsidiary, division,  
20           affiliate or other device, are hereby permanently restrained and enjoined from:

- 21           A.     Engaging in any recurring debiting of a consumer’s account without first  
22           obtaining a valid written pre-authorization for preauthorized electronic fund  
23           transfers from the consumer’s account, which pre-authorization is clear and  
24           readily understandable, identifiable as a pre-authorization, and reflects the  
25           consumer’s assent, as required by Section 907(a) of EFTA, 15 U.S.C. § 1693e(a),  
26           and Section 205.10(b) of Regulation E, as more fully set out in Section 205.10 of

1 the Federal Reserve Board's Official Staff Commentary to Regulation E, 12  
2 C.F.R. § 205.10(b) (5) and (6), Supp. I;

3 B. Engaging in any recurring debiting of a consumer's account without first  
4 providing a copy of a valid written pre-authorization to the consumer for  
5 preauthorized electronic fund transfers from the consumer's account, which copy  
6 is clear and readily understandable, identifiable as a pre-authorization, and reflects  
7 the consumer's assent, as required by Section 907(a) of EFTA, 15 U.S.C. §  
8 1693e(a), and Section 205.10(b) of Regulation E, as more fully set out in Section  
9 205.10 of the Federal Reserve Board's Official Staff Commentary to Regulation  
10 E, 12 C.F.R. § 205.10(b)(5) and (6), Supp.I; and

11  
12 C. Failing to maintain procedures reasonably adapted to avoid an unintentional  
13 failure to obtain a written authorization for preauthorized electronic fund  
14 transfers, as required in Section 205.10(b)(7) of the Federal Reserve Board's  
15 Official Staff Commentary to Regulation E.  
16

17 IV.

18 **MONETARY JUDGMENT**

19 **IT IS FURTHER ORDERED** that monetary judgment is entered in favor of the  
20 Commission and against Defendant A. Johnson in the amount of: **Six Million Fifty-Two**  
21 **Thousand Nine Hundred Sixty-Nine dollars (\$6,052,969.00)**, which represents the total  
22 unreimbursed consumer injury caused by Defendant A. Johnson's practices alleged in the  
23 Complaint. *Provided, however*, that full payment of the foregoing amount shall be suspended  
24 upon satisfaction of the obligations set forth in paragraph A of this Section, and subject to the  
25 conditions set forth in paragraphs B and C of this Section.  
26

27 Stipulated Final Order as to Andy Johnson  
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1           A.     Effective upon the entry of this Order, Defendant A. Johnson shall surrender to  
2           the Commission all interest he has in funds in any accounts in the names of  
3           defendants Big Bucks Pro, Inc., Bumble Marketing, Inc., Funding Success, Inc.,  
4           Hooper Processing, Inc., Internet Fitness, Inc., Rebates Deals, Inc., Revive  
5           Marketing, Inc., Simcor Marketing, Inc., Summit Processing, Inc., and xCel  
6           Processing, Inc.  
7

8           B.     The Commission's agreement to this Order is expressly premised upon the  
9           truthfulness, accuracy, and completeness of Defendant A. Johnson's sworn  
10          financial statements and related documents (collectively, "financial  
11          representations") submitted to the Commission, namely the Financial Statement  
12          of Defendant A. Johnson signed on February 18, 2016, including the attachments.  
13          Defendant A. Johnson and the Commission stipulate that Defendant A. Johnson's  
14          financial representations and testimony, if any, provide the basis for the assets  
15          turned over to the FTC in this Order and include material information upon which  
16          the Commission relied in negotiating and agreeing to this Order. Defendant A.  
17          Johnson and the Commission stipulate that the Commission has relied on the  
18          truthfulness, accuracy, and completeness of Defendant A. Johnson's financial  
19          representations and any testimony in agreeing to the terms of this Order and that  
20          the Commission would not have entered into this Order but for the truthfulness,  
21          accuracy, and completeness of Defendant A. Johnson's financial representations  
22          and any testimony;  
23

24  
25          C.     The suspension of the judgment will be lifted as to Defendant A. Johnson if,  
26          upon motion by the Commission, the Court finds that Defendant A. Johnson  
27

1 failed to disclose any material asset, materially misstated the value of any asset, or  
2 made any other material misstatement or omission in the financial representations  
3 identified above.

4 D. If the suspension of the judgment is lifted, the judgment becomes immediately  
5 due as to Defendant A. Johnson in the amount of Six Million Fifty-Two Thousand  
6 Nine Hundred Sixty-Nine dollars (\$6,052,969.00), plus interest computed from  
7 the date of entry of this Order.  
8

9 E. Defendant A. Johnson relinquishes dominion and all legal and equitable right,  
10 title, and interest in all assets transferred pursuant to the Order and may not seek  
11 the return of any assets.

12 F. The facts alleged in the Complaint will be taken as true, without further proof, in  
13 any subsequent civil litigation by or on behalf of the Commission, including in a  
14 proceeding to enforce its rights to any payment or monetary judgment pursuant to  
15 this Order, such as a nondischargeability complaint in any bankruptcy case.  
16

17 G. The facts alleged in the Complaint establish all elements necessary to sustain an  
18 action by the Commission pursuant to Section 523(a)(2)(A) of the Bankruptcy  
19 Code, 11 U.S.C. § 523(a)(2)(A), and this Order will have collateral estoppel effect  
20 for such purposes.

21 H. Defendant A. Johnson acknowledges that his Social Security Number, which  
22 Defendant previously submitted to the Commission, may be used for collecting  
23 and reporting on any delinquent amount arising out of the Order, in accordance  
24 with 31 U.S.C. § 7701.  
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I. Proceedings instituted under this Section are in addition to, and not in 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.

J. All money paid to the Commission pursuant to this Order may be deposited into a fund administered by the Commission or its designee to be used for equitable relief, including consumer redress and any attendant expenses for the administration of any redress fund. If a representative of the Commission decides that direct redress to consumers is wholly or partially impracticable or money remains after redress is completed, the Commission may apply any remaining money for such other equitable relief (including consumer information remedies) as it determines to be reasonably related to Defendants' practices alleged in the Complaint. Any money not used for such equitable relief is to be deposited to the U.S. Treasury as disgorgement. Defendant A. Johnson has no right to challenge any actions the Commission or its representatives may take pursuant to this Subsection.

V.

**BAN ON USE OF CONSUMER INFORMATION**

**IT IS FURTHER ORDERED** that Defendant A. Johnson and his Representatives are permanently restrained and enjoined from:

A. Disclosing to any third party, using, or benefitting from consumer information, including the name, address, telephone number, email address, Social Security number, other identifying information, or any data that enables access to a consumer's account (including a credit card, bank account, or other financial

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1 account), or would otherwise allow the assessing of a charge against a consumer's  
2 account, of any person which the I Works Defendants obtained prior to entry of  
3 this Order in connection with the advertising, marketing, promotion, or offering of  
4 any Product;

5  
6 B. Failing to provide to the Receiver such consumer information in all forms that is  
7 in Defendant A. Johnson's possession, custody, or control within five (5) business  
8 days after entry of this Order; and

9  
10 C. Failing to dispose of such consumer information in all forms that is in Defendant  
11 A. Johnson's possession, custody, or control within fifteen (15) days after entry of  
12 this Order. Disposal shall be by means that protect against unauthorized access to  
13 the consumer information, such as by burning, pulverizing, or shredding any  
14 papers, and by erasing or destroying any electronic media, to ensure that the  
15 consumer information cannot practicably be read or reconstructed.

16 *Provided, however,* that consumer information need not be disposed of, and may be  
17 disclosed, to the extent requested by a government agency or required by a law, regulation, or  
18 court order.

19  
20 VI.

21 **MONITORING BY DEFENDANT A. JOHNSON**

22 **IT IS FURTHER ORDERED** that, for a period of eight (8) years from the date of entry  
23 of this Order, Defendant A. Johnson, and his Representatives, in connection with the advertising,  
24 marketing, promoting, offering for sale, selling or provision of any Products on or through the  
25 Internet, the World Wide Web, or any web page or website, are hereby restrained and enjoined  
26 from failing to:

27 Stipulated Final Order as to Andy Johnson  
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- 1           A. Obtain contact information from any prospective Marketing Affiliate or Client. In  
2           the case of a natural person, Defendant A. Johnson shall obtain the prospective  
3           Marketing Affiliate's or Client's first and last name, physical address, country,  
4           telephone number, e-mail address, date of birth, and complete bank account  
5           information as to where payments are to be made. In the case of business entities,  
6           Defendant A. Johnson shall obtain the first and last name, physical address,  
7           country, telephone number, e-mail address, and date of birth for the natural person  
8           who owns, manages, or controls the prospective Marketing Affiliate or Client, and  
9           complete bank account information as to where payments are to be made;  
10          B. Require each Affiliate Network to obtain from its Marketing Affiliates and  
11          maintain the identifying information set forth in Subsection A of this Section prior  
12          to the Marketing Affiliate's or Affiliate Network's participation in Defendant A.  
13          A. Johnson's Affiliate Program;  
14          C. Provide each prospective Marketing Affiliate or Client prior to such prospective  
15          Marketing Affiliate's acceptance into Defendant A. Johnson's Affiliate Program  
16          or prior to Defendant A. Johnson providing services to a prospective Client: (1) a  
17          copy of this Order; and (2) a Clear and Conspicuous statement in writing that  
18          engaging in acts or practices prohibited by this Order will result in immediate  
19          termination of any Marketing Affiliate or Client and forfeiture of all monies  
20          received from or owed to the Marketing Affiliate or Client;  
21          D. Obtain from each prospective Marketing Affiliate or Client prior to such  
22          prospective Marketing Affiliate's acceptance into Defendant A. Johnson's  
23          Affiliate Program or prior to Defendant A. Johnson providing services to a  
24

1 prospective Client a signed and dated statement acknowledging receipt of this  
2 Order and expressly agreeing to comply with this Order;

3 E. Routinely monitor any marketing materials, including websites, emails, and pop-  
4 ups used by each Marketing Affiliate to advertise, promote, market, offer for sale,  
5 or sell any Defendant A. Johnson Product(s);

6 F. Routinely monitor any marketing materials, including websites, emails, and pop-  
7 ups used by each Client to advertise, promote, market, offer for sale, or sell any  
8 Product(s) for which Defendant A. Johnson is providing services;

9 G. Promptly and completely investigate any complaints received by Defendant A.  
10 Johnson through any source to determine whether any Marketing Affiliate or  
11 Client is engaging in acts or practices prohibited by this Order;

12 H. Review the sales websites for each Marketing Affiliate advertising, promoting,  
13 marketing, offering for sale, or selling any of Defendant A. Johnson's Product(s)  
14 at least once every thirty (30) days to determine whether any Marketing Affiliate  
15 is engaging in acts or practices prohibited by this Order;

16 I. Review the sales websites advertising, promoting, marketing, offering for sale, or  
17 selling each Client's Product for which Defendant A. Johnson provides services,  
18 at least once every thirty (30) days to determine whether any Client is engaging in  
19 acts or practices prohibited by this Order;

20 J. Immediately halt the processing of any payments or charges generated by any  
21 Marketing Affiliate or Client that has engaged in, or is engaging in, acts or  
22 practices prohibited by this Order;

1 K. Fully refund, within five (5) business days of discovery, any consumer whose  
2 account Defendant A. Johnson has processed a charge against whose sale  
3 originated from any Marketing Affiliate or Client that is discovered to have  
4 engaged in, or is engaging in, acts or practices prohibited by this Order since the  
5 date of Defendant A. Johnson's most recent review of the Marketing Affiliate's or  
6 Client's marketing materials, including the Marketing Affiliate's or Client's  
7 websites; and

9 L. Terminate, immediately, any Marketing Affiliate or Client that has engaged in, or  
10 is engaging in, acts or practices prohibited by this Order and cease payments to  
11 any such person.

12 *Provided, however,* that this Section does not authorize or require Defendant A. Johnson  
13 to take any action that violates any federal, state, or local law.

15 **VII.**

16 **COOPERATION WITH FTC COUNSEL**

17 **IT IS FURTHER ORDERED** that, in connection with this action or any subsequent  
18 investigations related to or associated with the transactions or the occurrences that are the subject  
19 of the FTC's Complaint or related to the location of assets or business records of any IWorks  
20 Defendant, Defendant A. Johnson shall cooperate in good faith with the FTC and appear at such  
21 places and times as the FTC shall reasonably request, after three (3) business days written notice,  
22 for interviews, conferences, pretrial discovery, review of documents, and for such other matters  
23 as may be reasonably requested by the FTC. If requested in writing by the FTC, Defendant A.  
24 Johnson shall appear and provide truthful testimony in any trial, deposition, or other proceeding,  
25 or produce or authenticate, if possible, any documents, related to or associated with the

26  
27 Stipulated Final Order as to Andy Johnson  
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1 transactions or the occurrences that are the subject of the Complaint, without the service of a  
2 subpoena.

3  
4 **VIII.**

5 **ORDER ACKNOWLEDGMENTS**

6 **IT IS FURTHER ORDERED** that Defendant A. Johnson obtain acknowledgments of  
7 receipt of this Order:

8 A. Defendant A. Johnson, within seven (7) days of entry of this Order, must submit  
9 to the Commission an acknowledgment of receipt of this Order sworn under  
10 penalty of perjury.

11 B. For eight (8) years after entry of this Order, Defendant A. Johnson, for any  
12 business for which he individually or collectively with any other I Works  
13 Defendant is the majority owner or controls directly or indirectly, must deliver a  
14 copy of this Order to: (1) all principals, officers, directors, and LLC managers  
15 and members; (2) all employees, agents, and representatives who participate in  
16 conduct related to the subject matter of this Order; and (3) any business entity  
17 resulting from any change in structure as set forth in the Section titled  
18 Compliance Reporting. Delivery must occur within seven (7) days of entry of this  
19 Order for current personnel. For all others, delivery must occur before they  
20 assume their responsibilities.  
21

22  
23 C. From each individual or entity to which Defendant A. Johnson delivered a copy of  
24 this Order, Defendant A. Johnson must obtain, within thirty (30) days, a signed  
25 and dated acknowledgment of receipt of this Order.  
26

27 Stipulated Final Order as to Andy Johnson  
28 *FTC v. Jeremy Johnson, et al.*

IX.

COMPLIANCE REPORTING

IT IS FURTHER ORDERED that Defendant A. Johnson make timely submissions to the Commission:

A. One year after entry of this Order, Defendant A. Johnson must submit a compliance report, sworn under penalty of perjury:

1. Defendant A. Johnson must: (a) identify the primary physical, postal, and email address and telephone number, as designated points of contact, which representatives of the Commission may use to communicate with him; (b) identify all of his businesses by all of their names, telephone numbers, and physical, postal, email, and Internet addresses; (c) describe the activities of each business, including the goods and services offered, the means of advertising, marketing, and sales, and the involvement of any other I Works Defendant (which Defendant A. Johnson must describe if he knows or should know due to his own involvement); (d) describe in detail whether and how he is in compliance with each Section of this Order; and (e) provide a copy of each Order Acknowledgment obtained pursuant to this Order, unless previously submitted to the Commission.

2. Additionally, Defendant A. Johnson must: (a) identify all telephone numbers and all physical, postal, email and Internet addresses, including all residences; (b) identify all business activities, including any business for which Defendant A. Johnson performs services whether as an employee or otherwise and any entity in which Defendant A. Johnson has any ownership interest; and (c) describe in detail Defendant A. Johnson's involvement in each such business,

1 including title, role, responsibilities, participation, authority, control, and any  
2 ownership.

3 B. For eight (8) years after entry of this Order, Defendant A. Johnson must submit a  
4 compliance notice, sworn under penalty of perjury, within fourteen (14) days of  
5 any change in the following:  
6

7 1. Defendant A. Johnson must report any change in: (a) any designated point  
8 of contact; or (b) any entity that he has any ownership interest in or controls  
9 directly or indirectly that may affect compliance obligations arising under this  
10 Order, including: creation, merger, sale, or dissolution of the entity or any  
11 subsidiary, parent, or affiliate that engages in any acts or practices subject to this  
12 Order.

13  
14 2. Additionally, Defendant A. Johnson must report any change in: (a) name,  
15 including aliases or fictitious name, or residence address; or (b) title or role in any  
16 business activity, including any business for which he performs services whether  
17 as an employee or otherwise and any entity in which he has any ownership  
18 interest, and identify the name, physical address, and any Internet address of the  
19 business or entity.  
20

21 C. Defendant A. Johnson must submit to the Commission notice of the filing of any  
22 bankruptcy petition, insolvency proceeding, or similar proceeding by or against  
23 him within 14 days of its filing.

24 D. Any submission to the Commission required by this Order to be sworn under  
25 penalty of perjury must be true and accurate and comply with 28 U.S.C. § 1746,  
26 such as by concluding: "I declare under penalty of perjury under the laws of the  
27

1 United States of America that the foregoing is true and correct. Executed on:  
2 \_\_\_\_\_” and supplying the date, signatory’s full name, title (if applicable), and  
3 signature.

4 E. Unless otherwise directed by a Commission representative in writing, all  
5 submissions to the Commission pursuant to this Order must be emailed to  
6 DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to:  
7 Associate Director for Enforcement, Bureau of Consumer Protection, Federal  
8 Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580. The  
9 subject line must begin: FTC v. Jeremy Johnson, et al., X110011.  
10

11 X.

12 **RECORDKEEPING**

13 **IT IS FURTHER ORDERED** that Defendant A. Johnson must create certain records for  
14 eight (8) years after entry of the Order, and retain each such record for five (5) years.  
15 Specifically, Defendant A. Johnson for any business that he, individually or collectively with any  
16 other I Works Defendant, is a majority owner or controls directly or indirectly, must create and  
17 retain the following records:  
18

- 19 A. Accounting records showing the revenues from all goods or services sold;  
20  
21 B. Personnel records showing, for each person providing services, whether as an  
22 employee or otherwise, that person’s: name; addresses; telephone numbers; job  
23 title or position; dates of service; and (if applicable) the reason for termination;  
24  
25 C. Records of all consumer complaints and refund requests, whether received  
26 directly or indirectly, such as through a third party, and any response;  
27

1 D. All records necessary to demonstrate full compliance with each provision of this  
2 Order, including all submissions to the Commission; and

3 E. Non-duplicative copies of any advertisement or other marketing material,  
4 including web pages, pop ups, email advertisements, and any audio files related to  
5 them.  
6

7 Nothing in this Section shall relieve Defendant A. Johnson of any responsibility under the  
8 Section entitled "Monitoring By Defendant A. Johnson."

9 **XI.**

10 **COMPLIANCE MONITORING**

11 **IT IS FURTHER ORDERED** that, for the purpose of monitoring Defendant A.  
12 Johnson's compliance with this Order, including the financial representations upon which the  
13 judgment was suspended:  
14

15 A. Within fourteen (14) days of receipt of a written request from a representative of  
16 the Commission, Defendant A. Johnson must: submit additional compliance  
17 reports or other requested information, which must be sworn under penalty of  
18 perjury; appear for depositions; and produce documents for inspection and  
19 copying. The Commission is also authorized to obtain discovery, without further  
20 leave of court, using any of the procedures prescribed by Federal Rules of Civil  
21 Procedure 29, 30 (including telephonic depositions), 31, 33, 34, 36, 45, and 69.

22  
23 B. For matters concerning this Order, the Commission is authorized to communicate  
24 directly with Defendant A. Johnson. Defendant A. Johnson must permit  
25 representatives of the Commission to interview any employee or other person  
26



1 affiliated with Defendant A. Johnson who has agreed to such an interview. The  
2 person interviewed may have counsel present.

3 C. The Commission may use all other lawful means, including posing, through their  
4 representatives as consumers, suppliers, or other individuals or entities, to  
5 Defendant A. Johnson or any entity in which he has any ownership interest, or  
6 any individual or entity affiliated with Defendant A. Johnson, without the  
7 necessity of identification or prior notice. Nothing in this Order limits the  
8 Commission's lawful use of compulsory process, pursuant to Sections 9 and 20 of  
9 the FTC Act, 15 U.S.C. §§ 49, 57b-1.  
10

11 D. Upon written request from a representative of the Commission, any consumer  
12 reporting agency must furnish consumer reports concerning Defendant A.  
13 Johnson, pursuant to Section 604(1) of the Fair Credit Reporting Act, 15 U.S.C.  
14 §1681b(a)(1).  
15

16 **XII.**

17 **RETENTION OF JURISDICTION**

18 **IT IS FURTHER ORDERED** that this Court shall retain jurisdiction of this matter for  
19 purposes of construction, modification, and enforcement of this Order.  
20

21 The parties, and their respective counsel, hereby consent to the terms and conditions of  
22 the Order as set forth above and consent to the immediate entry thereof.  
23  
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1 **SO ORDERED**, this 4th day of 2016, at 10:15 p. m., Pacific Daylight Time

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MIRANDA M. DU  
United States District Judge

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**STIPULATED AND AGREED TO BY:**

**For Defendant Andy Johnson**

  
\_\_\_\_\_  
Defendant Andy Johnson

Date: 3/18/2016

**For Plaintiff Federal Trade Commission:**

  
Collot Guerard  
J. Ronald Brooke, Jr.  
Dotan Weinman  
Jody Goodman  
Roberto Anguizola  
Attorneys for Plaintiff  
Federal Trade Commission  
600 Pennsylvania Avenue, NW  
Room 286  
Washington, DC 20580

Date: May 4, 2016

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