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<p>FEDERAL TRADE COMMISSION, BY _____</p> <p>Plaintiff,</p> <p>v.</p> <p>AMERICAN INDUSTRIAL ENTERPRISES, LLC, <i>et al.</i>,</p> <p>Defendants.</p>	<p>CLERK'S OFFICE AT BALTIMORE</p> <p>Case No. 16-cv-281-GLR DEPUTY</p> <p>Judge George L. Russell III</p>
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**STIPULATED FINAL ORDER FOR PERMANENT INJUNCTION AND OTHER
EQUITABLE RELIEF BETWEEN PLAINTIFF, FEDERAL TRADE COMMISSION, AND
DEFENDANT BENJAMIN COX AND RELIEF DEFENDANT TBC COMPANIES, INC.**

Plaintiff, Federal Trade Commission (FTC or Commission), filed its **COMPLAINT FOR PERMANENT INJUNCTION AND OTHER EQUITABLE RELIEF** (Doc. 1, Complaint) pursuant to Sections 13(b) and 19 of the Federal Trade Commission Act, 15 U.S.C. §§ 53(b) and 57b. The Complaint alleges, among other things, that the Defendants, including Defendant Benjamin Cox (Cox), violated Section 5 of the FTC Act, 15 U.S.C. § 45, the Telemarketing Sales Rule, 16 C.F.R. Part 310, and the Unordered Merchandise Statute, 39 U.S.C. § 3009. The Complaint also alleges that Relief Defendant TBC Companies, Inc. (TBC or TBC Companies) was unjustly enriched by the alleged violations. The Commission and Defendant Cox and Relief Defendant TBC now stipulate to the entry of this **STIPULATED FINAL ORDER FOR PERMANENT INJUNCTION AND OTHER EQUITABLE RELIEF BETWEEN PLAINTIFF FEDERAL TRADE COMMISSION AND DEFENDANT BENJAMIN COX AND RELIEF DEFENDANT TBC COMPANIES, INC.** (Order) to resolve all matters in dispute between them in this action.

THEREFORE, IT IS ORDERED as follows:

FINDINGS

1. This Court has jurisdiction over the subject matter of this action.
2. The Complaint alleges, among other things, that the Defendants, including Defendant Cox, engaged in deceptive acts or practices in violation of Section 5 of the FTC Act, 15 U.S.C. § 45, engaged in deceptive and abusive acts or practices in violation of the Telemarketing Sales Rule, 16 C.F.R. Part 310, and engaged in unfair trade practices in violation of the Unordered Merchandise Statute, 39 U.S.C. § 3009. The Complaint also alleges that Relief Defendant TBC Companies was unjustly enriched by receiving funds that were traceable to the other Defendants without having a legitimate claim to the funds.
3. Defendant Cox and Relief Defendant TBC neither admit nor deny any of the allegations in the Complaint, except as specifically stated in this Order. Only for purposes of this action, Defendant Cox and Relief Defendant TBC admit the facts necessary to establish jurisdiction.
4. Defendant Cox and Relief Defendant TBC waive any claim that they may have under the Equal Access to Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this action through the date of this Order, and agree to bear their own costs and attorney fees. Defendant Cox and Relief Defendant TBC waive and release any claims that they may have against the Commission and its agents that relate to this action.
5. Defendant Cox, Relief Defendant TBC, and the Commission waive all rights to appeal or otherwise challenge or contest the validity of this Order.

DEFINITIONS

For purposes of this Order, the following definitions apply:

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

1. In any communication that is solely visual or solely audible, the disclosure must be made through the same means through which the communication is presented. In any communication made through both visual and audible means, such as a television advertisement, the disclosure must be presented simultaneously in both the visual and audible portions of the communication even if the representation requiring the disclosure is made in only one means.
2. A visual disclosure, by its size, contrast, location, the length of time it appears, and other characteristics, must stand out from any accompanying text or other visual elements so that it is easily noticed, read, and understood.
3. An audible disclosure, including by telephone or streaming video, must be delivered in a volume, speed, and cadence sufficient for ordinary consumers to easily hear and understand it.
4. In any communication using an interactive electronic medium, such as the Internet or software, the disclosure must be unavoidable.
5. The disclosure must use diction and syntax understandable to ordinary consumers and must appear in each language in which the representation that requires the disclosure appears.
6. The disclosure must comply with these requirements in each medium through which it is received, including all electronic devices and face-to-face communications.
7. The disclosure must not be contradicted or mitigated by, or inconsistent with, anything else in the communication.

8. When the representation or sales practice targets a specific audience, such as children, the elderly, or the terminally ill, “ordinary consumers” includes reasonable members of that group.

B. “**Telemarketing**” means any plan, program, or campaign which is conducted to induce the purchase of goods or services, or a charitable contribution, by use of one or more telephones, and which involves a telephone call, whether or not covered by the Telemarketing Sales Rule.

**I. BAN ON TELEMARKETING NONDURABLE
OFFICE AND CLEANING SUPPLIES**

IT IS FURTHER ORDERED that Defendant Cox is permanently restrained and enjoined from participating or assisting others (including assisting others as an officer, director, employee, administrator, consultant, contractor, or manager) in telemarketing nondurable office or cleaning supplies, including but not limited to light bulbs and cleaner, whether directly or through an intermediary.

II. PROHIBITION AGAINST MISREPRESENTATIONS

IT IS FURTHER ORDERED that Defendant Cox, his officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with promoting or offering for sale any good or service, are permanently restrained and enjoined from misrepresenting, or assisting others in misrepresenting (including assisting others as an officer, director, employee, administrator, consultant, contractor, or manager), expressly or by implication:

A. That Defendant Cox or any entity with which he is associated has previously done business with consumers;

- B. That Defendant Cox or any entity with which he is associated will only send a free sample or free product catalog;
- C. That consumers ordered the goods that were shipped or billed to the consumers by Defendant Cox or any entity with which he is associated, or
- D. Any other fact that is likely to affect a purchaser's decision;

III. PROHIBITION ON TELEMARKETING VIOLATIONS

IT IS FURTHER ORDERED that Defendant Cox, his officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with the telemarketing of any good or service, are permanently restrained and enjoined from:

- A. Making or assisting others in making (including assisting others as an officer, director, employee, administrator, consultant, contractor, or manager), directly or by implication, a false or misleading statement to induce any person to pay for goods or services or to induce a charitable contribution, including but not limited to a false or misleading statement:
 - 1. that Defendant Cox or any entity with which he is associated has previously done business with consumers;
 - 2. that Defendant Cox or any entity with which he is associated will only send a free sample or free product catalog;
 - 3. that consumers ordered the goods that were shipped or billed to the consumers by Defendant Cox or any entity with which he is associated; or
 - 4. of any other kind that is likely to affect a purchaser's or donor's decision;

- B. Failing or assisting others in failing (including assisting others as an officer, director, employee, administrator, consultant, contractor, or manager), in connection with the telemarketing of any good or service, to disclose truthfully, promptly, and in a clear and conspicuous manner that the purpose of a call is to sell goods or services;
- C. Violating the Telemarketing Sales Rule, 16 C.F.R. Part 310, a copy of which is attached to this Order as Attachment A.

IV. INJUNCTION CONCERNING UNORDERED MERCHANDISE

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

- A. Sending or assisting others in sending (including assisting others as an officer, director, employee, administrator, consultant, contractor, or manager) any merchandise without the prior expressed request or consent of the recipient unless such merchandise is clearly and conspicuously marked as a free sample and has attached to it a clear and conspicuous statement that the recipient may treat the merchandise as a gift and may retain, use, discard, or dispose of it in any manner without any obligation whatsoever to the sender; or
- B. Sending or assisting others in sending (including assisting others as an officer, director, employee, administrator, consultant, contractor, or manager) any communication, including, but not limited to, bills, invoices, reminders, letters, notices, or dunning communications, that in any manner seek to obtain payment for any merchandise shipped without the prior expressed request or consent of the recipient.

V. EQUITABLE MONETARY RELIEF

IT IS FURTHER ORDERED that:

- A. Judgment in the amount of six million two hundred thirteen thousand two hundred eighty dollars and 56 cents (\$6,213,280.56) is entered in favor of the Commission against Defendant Cox and Relief Defendant TBC, jointly and severally, as equitable monetary relief;
- B. Defendant Cox and Relief Defendant TBC Companies shall pay seven hundred twenty thousand dollars (\$720,000) to the Commission pursuant to the following schedule:
 1. Unless already done, Defendant Cox and Relief Defendant TBC Companies shall make a first payment to the Commission of two hundred twenty thousand dollars (\$220,000) no later than fourteen (14) days after entry of this Order;
 2. Defendant Cox and Relief Defendant TBC Companies shall pay the Commission an additional sum of five hundred thousand dollars (\$500,000) (additional sum). This additional sum may be made in one or more payments, but the entire additional sum must be paid no later than four (4) months after entry of this Order, *provided, however,* that the Commission and Defendant Cox and Relief Defendant TBC Companies may agree to one (1) extension of up to three (3) months of the deadline for payment of the full amount of the additional sum or, if the Commission and Defendant Cox and Relief Defendant TBC Companies cannot agree to an extension, Defendant Cox or Relief Defendant TBC Companies may apply to this Court for one (1) extension of up to three (3) months;

Unless otherwise specified, all payments shall be made by electronic funds transfer in accordance with instructions provided by a representative of the Commission. Upon payment of the full seven

hundred twenty thousand dollars (\$720,000) to the Commission, the remainder of the judgment entered in V.A above is suspended, subject to the subsections below;

C. Defendant Cox understands that the FTC may file one (1) or more judgment liens with appropriate government offices, as allowed by applicable state or federal law, to secure the payments in subsection V.B, above;

D. Also to secure the payments in subsection V.B, above, Cox Property Management, LLC (CPM), a limited liability company of which Defendant Cox is the sole and controlling member, guarantees such payments and shall grant an indemnity deed of trust for the benefit of the Commission on certain real property identified in Attachment B to this Order, together with all dwelling houses, other structures, improvements, appurtenances, hereditaments and other rights appertaining or belonging thereto (collectively referred to as the Collateral). Defendant Cox, as sole and controlling member of CPM, shall cause CPM to do all things necessary for CPM to implement and comply with its obligations in this Order. Defendant Cox, individually and on behalf of CPM, represents and acknowledges that the Commission is relying on the material representations that CPM is the sole owner in fee simple of the Collateral, that title to the Collateral is marketable, and that the Collateral currently is not encumbered by any other lien, mortgage, deed of trust, assignment, pledge, security interest, or other interest except as disclosed to the Commission in the financial statements and related documents identified in subsection V.H, below. Defendant Cox, individually and on behalf of CPM, represents that none of the encumbrances on the Collateral are in default. Defendant Cox, individually and on behalf of CPM, further agrees that, as of the date on which he signs this Order, he shall refrain from transferring, converting, encumbering (including encumbering by failing to pay any taxes or assessments), selling, assigning, or otherwise disposing of the Collateral, except with the express

prior written permission of counsel for the Commission and for the purpose of satisfying his obligation in subsection V.B, above, and the proceeds of any such transaction shall be paid at settlement to the FTC, or to the escrow account of his attorney, Martin H. Schreiber II, Esquire, in trust for the FTC; ***provided, however,*** that this limitation shall end with the lifting of the asset freeze pursuant to subsection V.K, below. Defendant Cox, individually and on behalf of CPM, hereby releases and waives any statutory, common law, or other homestead exemption that may apply to the Collateral and shall not declare and claim any homestead exemption in the Collateral;

E. Defendant Cox, individually and on behalf of CPM, shall cooperate fully with the Commission and be responsible for preparing, executing, and recording the necessary documents and doing whatever else is reasonably necessary or desirable to perfect, evidence, and effectuate the Commission's liens, security interests, and other protections granted herein. No later than five (5) days after the date on which the Commission authorizes staff to sign this Order, Defendant Cox, individually and on behalf of CPM, shall, at his expense, prepare, execute, and deliver to the Commission one or more indemnity deeds of trust in form and substance satisfactory to the Commission (the Security Documents) and take such other steps as may be reasonably necessary to perfect, evidence, and effectuate the Commission's liens, security interests, and other protections granted herein, and to carry out the purposes of this Order. The Commission shall not record the Security Documents until after the Court's entry of this Order. In the event that the Court does not enter this Order, within five (5) days after receipt of the Court's denial of this Order the FTC shall return the Security Documents to Defendant Cox. Defendant Cox, individually and on behalf of CPM, shall be responsible for paying all costs and fees (including attorneys' fees and filing fees) required in connection with the liens and security interests granted herein, including all fees and

costs related to the preparation, execution, delivery, filing, continuation and termination of such liens and security interests and to carry out the purposes of this Order;

F. Upon Defendant Cox's and Relief Defendant TBC Companies' timely and complete satisfaction of the payments required by subsection V.B of this Order, the Commission agrees to release the liens and security interests granted herein and Defendant Cox, individually and on behalf of CPM, and Relief Defendant TBC Companies shall be responsible for preparing and filing (at their expense) any termination or other statements reasonably required in connection therewith. The Commission shall also promptly release or subordinate such liens, security interests, and other protections granted herein to the extent necessary to permit the sale or encumbrance of part or all of the Collateral if the proceeds of such sale or encumbrance are remitted directly to the Commission or to the escrow account of Defendant Cox's attorney, Martin H. Schreiber II, Esquire, in trust for the FTC, immediately upon closing of such sale or encumbrance in partial or complete satisfaction of this Order and Defendant Cox and Relief Defendant TBC Companies shall pay all fees and costs related to such release or subordination, including filing fees;

G. If Defendant Cox or Relief Defendant TBC Companies fails to make any payment required by this Stipulated Final Order,

1. The FTC may foreclose on the liens or security interests discussed in this section V;
2. The FTC may move this Court for appointment of a liquidating agent for purposes of taking possession and control of, managing, and liquidating the Collateral. Defendant Cox, individually and on behalf of CPM, and Relief Defendant TBC Companies agree not to object to such a motion, but may object to the liquidating agent proposed by the FTC. Defendant Cox, individually and on behalf of CPM, and Relief Defendant TBC Companies shall cooperate fully with the liquidating agent and the liquidating agent's representatives in

all matters related to the Collateral, including but not limited to activities of the liquidating agent and the liquidating agent's representatives to take possession of the Collateral, collect rents, evict and re-let premises, make repairs and conduct reasonably necessary maintenance, show the Collateral to prospective buyers and otherwise market the Collateral, and sell or otherwise liquidate the Collateral. A liquidating agent appointed pursuant to such a motion may have the rights, powers, and privileges of an equity receiver. The costs and expenses of the receivership, including reasonable compensation for the receiver and personnel retained by the receiver, shall be paid solely from the proceeds of the Collateral. The person appointed receiver pursuant to this subsection shall not be the same person previously appointed as receiver in this case; and

3. The FTC may take any action allowed by federal or state law to collect the amount(s) owed;

H. The Commission's agreement to the suspension of part of the judgment is expressly premised upon the truthfulness, accuracy, and completeness of Defendant Cox's and Relief Defendant TBC Companies' sworn financial statements and related documents (collectively, financial attestations) submitted to the Commission, including:

1. the Financial Statement dated February 5, 2016, of Defendant Cox, including the attachments;
2. the financial statement dated February 6, 2016, of Relief Defendant TBC, signed by Defendant Cox as officer of TBC, including the attachments;
3. the financial statement dated February 6, 2016, of Cox Property Management, LLC, a limited liability company 100% owned by Defendant Cox, signed by Defendant Cox, including the attachments;

4. the financial statement dated February 6, 2016, of BLC Construction Enterprises, Inc., a corporation 90% owned by Defendant Cox, signed by Defendant Cox, including the attachments;
 5. the combined financial statement dated February 6, 2016, of Bergand Group, LLC, and Clinical Lab Solutions, LLC, entities in which Defendant Cox has direct or indirect ownership interests, signed by Defendant Cox, including the attachments;
 6. the financial statement dated February 6, 2016, of THBKW, LLC, an entity in which Defendant Cox has a direct or indirect ownership interest, signed by Defendant Cox, including the attachments;
 7. the financial statement dated February 6, 2016, of THBW, Inc., an entity in which Defendant Cox has a direct or indirect ownership interest, signed by Defendant Cox, including the attachments; and
 8. the testimony at the asset deposition of Defendant Cox on June 9, 2016.
- I. The suspension of the judgment in subsection V.A, above, will be lifted as to Defendant Cox and Relief Defendant TBC Companies if, upon motion by the Commission, the Court finds that any of the financial attestations above fail to disclose any material asset, materially misstate the value of any asset, or contain any other material misstatement or omission.
- J. If the suspension of the judgment is lifted, the judgment becomes immediately due from both Defendant Cox and Relief Defendant TBC Companies in the amount specified in subsection V.A, above, (which the parties stipulate only for purposes of this Section is recoverable by the Commission as equitable monetary relief for the conduct described in the Complaint), less any payment previously made pursuant to this Section or by any other Defendant in this action, plus interest computed from the date of entry of this Order.

K. The asset freeze set forth in the preliminary injunction as to Defendant Cox and Relief Defendant TBC Companies, Docket number 43, as modified by other orders of this Court (including Doc. 46; Doc. 79; Doc. 90; and Doc. 113) remains in effect until payment of the seven hundred twenty thousand dollars (\$720,000) as set forth in subsection V.B, above. After payment of the entire seven hundred twenty thousand dollars (\$720,000), Defendant Cox and Relief Defendant TBC Companies may move for an order terminating the asset freeze.

L. Defendant Cox and Relief Defendant TBC Companies relinquish dominion and all legal and equitable right, title, and interest in all assets that are now or may in the future be controlled by the Receiver, but this provision shall not be interpreted to prevent the Receiver from returning the shells of the receivership defendant companies to their owners.

VI. ADDITIONAL MONETARY PROVISIONS

IT IS FURTHER ORDERED that:

A. Defendant Cox and Relief Defendant TBC Companies relinquish dominion and all legal and equitable right, title, and interest in all assets transferred pursuant to this Order and may not seek the return of any assets.

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

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

D. Defendant Cox and Relief Defendant TBC Companies acknowledge that their Taxpayer Identification Numbers (Social Security Numbers or Employer Identification Numbers), which they previously submitted to the Commission, may be used for collecting and reporting on any delinquent amount arising out of this Order, in accordance with 31 U.S.C. §7701.

E. 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 the unlawful 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 Cox and Relief Defendant TBC Companies have no right to challenge any actions the Commission or its representatives may take pursuant to this Subsection.

VII. CUSTOMER INFORMATION

IT IS FURTHER ORDERED that Defendant Cox, his officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with promoting or offering for sale any good or service are permanently restrained and enjoined from directly or indirectly:

A. Failing to provide sufficient customer information to enable the Commission to efficiently administer consumer redress. If a representative of the Commission requests in writing any

information related to redress, Defendant Cox must provide it, in the form prescribed by the Commission, within fourteen (14) days.

B. Disclosing, using, or benefitting from customer information, including the name, address, telephone number, email address, social security number, other identifying information, or any data that enables access to a customer's account (including a credit card, bank account, or other financial account), that any Defendant in this action obtained prior to entry of this Order; and

C. Failing to destroy such customer information in all forms in their possession, custody, or control within thirty (30) days after receipt of written direction to do so from a representative of the Commission.

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

VIII. COOPERATION WITH THE COMMISSION

IT IS FURTHER ORDERED that Defendant Cox and Relief Defendant TBC Companies must fully cooperate with representatives of the Commission in this case and in any investigation related to or associated with the transactions or the occurrences that are the subject of the Complaint. Defendant Cox and Relief Defendant TBC Companies must provide truthful and complete information, evidence, and testimony. Defendant Cox must appear, and Relief Defendant TBC Companies must cause its officers, employees, representatives, or agents to appear, for interviews, discovery, hearings, trials, and any other proceedings that a Commission representative may reasonably request upon seven (7) days written notice, or other reasonable notice, at such places and times as a Commission representative may designate, without the service of a subpoena.

IX. ORDER ACKNOWLEDGMENTS

IT IS FURTHER ORDERED that Defendant Cox and Relief Defendant TBC Companies obtain acknowledgments of receipt of this Order:

- A. Defendant Cox and Relief Defendant TBC Companies, within seven (7) days of entry of this Order, must submit to the Commission an acknowledgment of receipt of this Order sworn under penalty of perjury.
- B. For twenty (20) years after entry of this Order, Defendant Cox, for any business that he, individually or collectively with any other Defendant in this action, is the majority owner or controls directly or indirectly, and Relief Defendant TBC Companies, must deliver a copy of this Order to: (1) all principals, officers, directors, and LLC managers and members; (2) all employees, agents, and representatives who participate in conduct related to the subject matter of the Order; and (3) any business entity resulting from any change in structure as set forth in the Section titled Compliance Reporting. Delivery must occur within seven (7) days of entry of this Order for current personnel. For all others, delivery must occur before they assume their responsibilities.
- C. From each individual or entity to which Defendant Cox or Relief Defendant TBC Companies delivered a copy of this Order, Defendant Cox or Relief Defendant TBC Companies must obtain, within thirty (30) days, a signed and dated acknowledgment of receipt of this Order.

X. COMPLIANCE REPORTING

IT IS FURTHER ORDERED that Defendant Cox and Relief Defendant TBC Companies shall make timely submissions to the Commission:

- A. One hundred eighty (180) days after entry of this Order, Defendant Cox and Relief Defendant TBC Companies must each submit a compliance report, sworn under penalty of perjury:
1. Defendant Cox and Relief Defendant TBC Companies must each: (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 Defendant Cox and Relief Defendant TBC Companies; (b) identify all of Defendant Cox's or Relief Defendant TBC Companies's 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 Defendant in this action (which Defendant Cox must describe if he knows or should know due to his own involvement); (d) describe in detail whether and how Defendant Cox or Relief Defendant TBC Companies 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 Cox 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 he performs services whether as an employee or otherwise and any entity in which he has any ownership interest; and (c) describe in detail his involvement in each such business, including title, role, responsibilities, participation, authority, control, and any ownership.
- B. For twenty (20) years after entry of this Order, Defendant Cox and Relief Defendant TBC Companies must each submit a compliance notice, sworn under penalty of perjury, within fourteen (14) days of any change in the following:

1. Defendant Cox and Relief Defendant TBC Companies must each report any change in: (a) any designated point of contact; or (b) the structure of Relief Defendant TBC Companies or any entity that either Defendant Cox or Relief Defendant TBC Companies has any ownership interest in or controls directly or indirectly that may affect compliance obligations arising under this Order, including: creation, merger, sale, or dissolution of the entity or any subsidiary, parent, or affiliate that engages in any acts or practices subject to this Order.
2. Additionally, Defendant Cox must report any change in: (a) name, including aliases or fictitious name, or residence address; or (b) title or role in any business activity, including any business for which he performs services whether as an employee or otherwise and any entity in which such he has any ownership interest, and identify the name, physical address, and any Internet address of the business or entity;
- C. Defendant Cox and Relief Defendant TBC Companies must each submit to the Commission notice of the filing of any bankruptcy petition, insolvency proceeding, or similar proceeding by or against such Defendant within fourteen (14) days of its filing.
- D. Any submission to the Commission required by this Order to be sworn under penalty of perjury must be true and accurate and comply with 28 U.S.C. § 1746, such as by concluding: “I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on: _____” and supplying the date, signatory’s full name, title (if applicable), and signature.
- E. Unless otherwise directed by a Commission representative in writing, all submissions to the Commission pursuant to this Order must be emailed to DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to: Associate Director for Enforcement, Bureau of Consumer

Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580.

The subject line must begin: FTC v. American Industrial Enterprises, LLC (Defendant Cox or Relief Defendant TBC Companies), X16-0025.

XI. RECORDKEEPING

IT IS FURTHER ORDERED that Defendant Cox and Relief Defendant TBC Companies must create certain records for twenty (20) years after entry of the Order, and retain each such record for five (5) years. Specifically, Relief Defendant TBC Companies and Defendant Cox for any business that he, individually or collectively with any other Defendant in this action, is a majority owner or controls directly or indirectly, must create and retain the following records:

- A. Accounting records showing the revenues from all goods or services sold;
- B. Personnel records showing, for each person providing services, whether as an employee or otherwise, that person's: name; addresses; telephone numbers; job title or position; dates of service; disciplinary actions taken, if any; and (if applicable) the reason for termination;
- C. Records of all consumer complaints and refund requests, whether received directly or indirectly, such as through a third party, any response, and the identity of the person responding on behalf of Defendant Cox and Relief Defendant TBC Companies;
- D. All records necessary to demonstrate full compliance with each provision of this Order, including all submissions to the Commission; and
- E. A copy of all unique scripts or instructions provided to telemarketers.

XII. COMPLIANCE MONITORING

IT IS FURTHER ORDERED that, for the purpose of monitoring Defendant Cox's and Relief Defendant TBC Companies' compliance with this Order, including the financial attestations upon which the judgment was suspended:

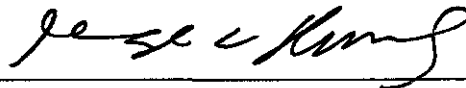
- A. Within fourteen (14) days of receipt of a written request from a representative of the Commission, Defendant Cox and Relief Defendant TBC Companies must each: submit additional compliance reports or other requested information, which must be sworn under penalty of perjury; appear for depositions; and produce documents for inspection and copying. The Commission is also authorized to obtain discovery, without further leave of court, using any of the procedures prescribed by Federal Rules of Civil Procedure 29, 30 (including telephonic depositions), 31, 33, 34, 36, 45, and 69.
- B. For matters concerning this Order, the Commission is authorized to communicate directly with Defendant Cox and Relief Defendant TBC Companies. Defendant Cox and Relief Defendant TBC Companies must each permit representatives of the Commission to interview any employee or other person affiliated with either of them who has agreed to such an interview. The person interviewed may have counsel present.
- C. The Commission may use all other lawful means, including posing, through its representatives as consumers, suppliers, or other individuals or entities, to Defendant Cox and Relief Defendant TBC Companies or any individual or entity affiliated with either of them, without the necessity of identification or prior notice. Nothing in this Order limits the Commission's lawful use of compulsory process, pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1.

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

XIII. RETENTION OF JURISDICTION

IT IS FURTHER ORDERED that this Court retains jurisdiction of this matter for purposes of construction, modification, and enforcement of this order.

SO ORDERED this 8th day of June, 2017.



George L. Russell III
United States District Judge

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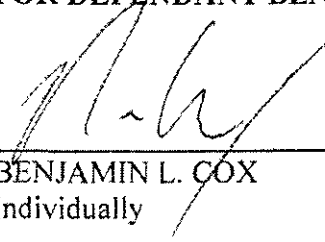
SO STIPULATED AND AGREED:

FOR PLAINTIFF

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FEDERAL TRADE COMMISSION

FOR DEFENDANT BENJAMIN L. COX



BENJAMIN L. COX
Individually

**FOR RELIEF DEFENDANT TBC
COMPANIES, INC.**



BENJAMIN L. COX
President



MARTIN H. SCHREIBER II
Law Offices of Martin H. Schreiber II

Attorney for Defendant BENJAMIN L. COX
and Relief Defendant TBC COMPANIES, INC.

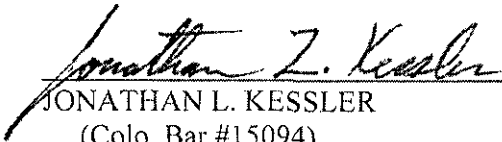
**FOR NON-DEFENDANT
COX PROPERTY MANAGEMENT, LLC**



BENJAMIN L. COX
Sole Member

SO STIPULATED AND AGREED:

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