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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

GROWTH CAVE, LLC, also d/b/a  
BUFFALO BRIDGE CAPITAL, LLC  
and PASSIVEAPPS, a Delaware  
limited liability company;

APEX MIND, LLC, a Colorado limited  
liability company;

LUCAS LEE-TYSON, individually  
and as an officer and/or owner of  
GROWTH CAVE, LLC;

OSMANY BATTE, aka OZZIE  
BLESSED, individually and as an  
officer of GROWTH CAVE, LLC and  
APEX MIND, LLC; and

JORDAN MARKSBERRY,  
individually and as an officer of  
GROWTH CAVE, LLC and APEX  
MIND, LLC,

Defendants.

Case No. 2:25-cv-01115-DOC

**ORDER GRANTING  
PLAINTIFF'S *EX PARTE*  
APPLICATION FOR  
TEMPORARY RESTRAINING  
ORDER WITH ASSET FREEZE  
AND ORDER TO SHOW CAUSE  
WHY PRELIMINARY  
INJUNCTION SHOULD NOT  
ISSUE [2]**

1 Plaintiff, the Federal Trade Commission, has filed its Complaint for  
2 Permanent Injunction, Monetary Judgment, and Other Relief pursuant to Sections  
3 13(b) and 19 of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C.  
4 §§ 53(b), 57b (Docket No. 1), and has moved, pursuant to Fed. R. Civ. P. 65(b), for  
5 a temporary restraining order, asset freeze, other equitable relief, and an order to  
6 show cause why a preliminary injunction should not issue against Growth Cave,  
7 LLC, also doing business as Buffalo Bridge, LLC and PassiveApps (“Growth  
8 Cave”); Apex Mind, LLC (“Apex Mind”); Lucas Lee-Tyson; Osmany Batte, also  
9 known as Ozzie Blessed; and Jordan Marksberry (collectively, “Defendants”)  
10 (Docket No. 2).

#### 11 **FINDINGS OF FACT**

12 The Court, having considered the Complaint, the *ex parte* Application for a  
13 Temporary Restraining Order, declarations, exhibits, and the memorandum of  
14 points and authorities filed in support thereof, and being otherwise advised, finds  
15 that:

16  
17 A. This Court has jurisdiction over the subject matter of this case, and  
18 there is good cause to believe that it will have jurisdiction over all parties hereto  
19 and that venue in this district is proper.

20 B. In numerous instances, Defendants, in the marketing and selling of  
21 business opportunities, have (1) failed to disclose material connections with  
22 testimonialists, and (2) made earnings claims in the general media while failing to  
23 make required disclosures in connection with those claims.

24 C. In numerous instances, Defendants Growth Cave, Lee-Tyson, Batte,  
25 and Marksberry, in the marketing and selling of business opportunities, credit  
26 repair services, and other products and services, have violated the FTC Act,  
27 CROA, and rules governing their conduct. Specifically, they have (1) made false or  
28 unsubstantiated earnings claims, (2) made false or unsubstantiated claims that

1 purchasers of their business opportunities will be able to, in a short amount of time,  
2 launch their own program and attract customers or complete Defendants' program  
3 and receive job placement, and (3) violated multiple trade regulation rule  
4 provisions and statutory requirements in the selling of Defendants' business  
5 opportunities and credit repair program, including by making misrepresentations,  
6 failing to make required disclosures, and charging advance fees for credit repair  
7 services.

8 D. In numerous instances, Defendants Growth Cave and Lee-Tyson, in  
9 the marketing and selling of a business opportunity called PassiveApps, have made  
10 false claims that individuals providing testimonials are describing experiences with  
11 the PassiveApps business opportunity.

12 E. In numerous instances, Defendants Apex Mind, Batte, and  
13 Marksberry have disseminated consumer testimonials about Apex Mind by  
14 employees of Apex Mind, while failing to include a clear and conspicuous  
15 disclosure of the testimonialists' material relationship with Apex Mind.

16 F. There is good cause to believe that Defendants have taken  
17 approximately \$50 million from consumers in connection with their unlawful acts  
18 and practices.

19 G. There is good cause to believe that Defendants Growth Cave, Apex  
20 Mind, Lee-Tyson, Batte, and Marksberry have engaged in and are likely to engage  
21 in acts or practices that violate Section 5(a) of the FTC Act, 15 U.S.C. § 45(a); the  
22 FTC's Trade Regulation Rule entitled "Disclosure Requirements and Prohibitions  
23 Concerning Business Opportunities" ("Business Opportunity Rule"), 16 C.F.R.  
24 Part 437, as amended; the Credit Repair Organizations Act ("CROA"), 15 U.S.C. §  
25 1679; and the FTC's Trade Regulation Rule on the Use of Consumer Reviews and  
26 Testimonials ("Reviews and Testimonials Rule"), 16 C.F.R. Part 465, and that  
27 Plaintiff is therefore likely to prevail on the merits of this action. As demonstrated  
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1 by the declarations of consumers who purchased Defendants' products and  
2 services, investigator declarations, and the additional evidence contained in the  
3 FTC's volumes of exhibits, the FTC has established a likelihood of success in  
4 showing that Defendants have made false or unsubstantiated statements, have  
5 failed to make required disclosures, and have engaged in other unfair or deceptive  
6 acts or practices in the marketing of Defendants' products and services.

7 H. There is good cause to believe that immediate and irreparable harm  
8 will result from Defendants' ongoing violations of the FTC Act, the Business  
9 Opportunity Rule, CROA, and the Reviews and Testimonials Rule unless  
10 Defendants are restrained and enjoined by order of this Court.

11 I. There is good cause to believe that immediate and irreparable damage  
12 to the Court's ability to grant effective final relief for consumers – including  
13 monetary restitution, rescission, or refunds – will occur from the sale, transfer,  
14 destruction or other disposition or concealment by Defendants of their assets or  
15 records, unless Defendants are immediately restrained and enjoined by order of  
16 this Court; and that, in accordance with Fed. R. Civ. P. 65(b) and Local Rule 65-1,  
17 the interests of justice require that this Order be granted without prior notice to  
18 Defendants. Thus, there is good cause for relieving Plaintiff of the duty to provide  
19 Defendants with prior notice of its Motion for a Temporary Restraining Order.  
20

21 J. Good cause exists for freezing Defendants' assets, requiring  
22 Defendants to turn over business and financial records to the FTC, and permitting  
23 the Plaintiff to obtain asset-related records from third parties.

24 K. Weighing the equities and considering Plaintiff's likelihood of  
25 ultimate success on the merits, a temporary restraining order with an asset freeze  
26 and other equitable relief is in the public interest.  
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1 L. This Court has authority to issue this Order pursuant to Section 13(b)  
2 of the FTC Act, 15 U.S.C. § 53(b); Federal Rule of Civil Procedure 65; and the All  
3 Writs Act, 28 U.S.C. § 1651.

4 M. No security is required of any agency of the United States for issuance  
5 of a temporary restraining order. Fed. R. Civ. P. 65(c).

### 6 **DEFINITIONS**

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

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

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

12           B.     “**Close proximity**” means that the disclosure is very near the  
13     triggering representation. For example, a disclosure made through a hyperlink,  
14     pop-up, interstitial, or other similar technique is not in close proximity to the  
15     triggering representation.

16           C.     “**Corporate Defendants**” means Growth Cave, LLC and Apex Mind,  
17     LLC and each of their subsidiaries, affiliates, successors, and assigns.

18           D.     “**Credit Repair Service**” means any service, in return for payment of  
19     money or other valuable consideration, for the express or implied purpose of: (1)  
20     improving any consumer’s credit report, credit record, credit history, credit profile,  
21     credit score, or credit rating; or (2) providing any advice or assistance to any  
22     consumer with regard to any activity or service the purpose of which is to improve  
23     a consumer’s credit report, credit record, credit history, credit profile, credit score,  
24     or credit rating.

25           E.     “**Defendant(s)**” means the Corporate Defendants and the Individual  
26     Defendants, individually, collectively, or in any combination.  
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1 F. “**Document**” is synonymous in meaning and equal in scope to the  
2 usage of “document” and “electronically stored information” in Fed. R. Civ. P.  
3 34(a) and includes writings, drawings, graphs, charts, photographs, sound and  
4 video recordings, images, Internet sites, web pages, websites, electronic  
5 correspondence, including e-mail and instant messages, contracts, accounting data,  
6 advertisements, FTP Logs, Server Access Logs, books, written or printed records,  
7 handwritten notes, telephone logs, telephone scripts, receipt books, ledgers,  
8 personal and business canceled checks and check registers, bank statements,  
9 appointment books, computer records, customer or sales databases and any other  
10 electronically stored information, including Documents located on remote servers  
11 or cloud computing systems, and other data or data compilations from which  
12 information can be obtained directly or, if necessary, after translation into a  
13 reasonably usable form. A draft or non-identical copy is a separate document  
14 within the meaning of the term.

15 G. “**Earnings Claim(s)**” means any oral, written, or visual representation  
16 to a prospective purchaser that conveys, expressly or by implication, a specific  
17 level or range of actual or potential sales, or gross or net income or profits.  
18 Earnings Claims include but are not limited to: (1) any chart, table, or  
19 mathematical calculation that demonstrates possible results based upon a  
20 combination of variables; and (2) any statements from which a prospective  
21 purchaser can reasonably infer that he or she will earn a minimum level of income.

22 H. “**Electronic Data Host**” means any person or entity in the business of  
23 storing, hosting, or otherwise maintaining electronically stored information. This  
24 includes, but is not limited to, any entity hosting a website or server, and any entity  
25 providing “cloud based” electronic storage.  
26

27 I. “**General Media**” means any instrumentality through which a person  
28 or entity may communicate with the public, including, but not limited to,

1 television, radio, print, Internet, billboard, website, commercial bulk email, and  
2 mobile communications.

3 J. “**Individual Defendant(s)**” means Lucas Lee-Tyson, Osmany Batte  
4 (a/k/a Ozzie Blessed), and Jordan Marksberry, individually, collectively, or in any  
5 combination.

6 **ORDER**

7 **I. PROHIBITED BUSINESS ACTIVITIES**

8 **IT IS THEREFORE ORDERED** that Defendants, Defendants’ officers,  
9 agents, employees, and attorneys, and all other persons in active concert or  
10 participation with them, who receive actual notice of this Order by personal service  
11 or otherwise, whether acting directly or indirectly, in connection with the  
12 advertising, marketing, promoting, or offering for sale of any goods or services, are  
13 temporarily restrained and enjoined from:

14 A. Making any Earnings Claims to a prospective purchaser, unless the  
15 Earnings Claim is non-misleading and, at the time the Earnings Claims is made,  
16 Defendants (1) have a reasonable basis for the claim; (2) have in their possession  
17 written materials that substantiate the claimed earnings; and (3) make the written  
18 substantiation for Earnings Claims available upon request to the consumer,  
19 potential purchaser, and the FTC;

20 B. Making any Earnings Claims in the General Media, unless the  
21 Earnings Claim is non-misleading and, at the time the Earnings Claims is made,  
22 Defendants (1) have a reasonable basis for the claim; (2) have in their possession  
23 written materials that substantiate the claimed earnings; and (3) state in immediate  
24 conjunction with the claim (a) the beginning and ending dates when the  
25 represented earnings were achieved and (b) the number and percentage of all  
26 persons who purchased Defendants’ products or services prior to the ending date in  
27 Section I.B.3.a, above, who achieved at least the stated level of earnings;  
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1 C. Failing to provide any consumer, potential purchaser, or investor with  
2 disclosure documents in the form and manner required by 16 C.F.R §§ 437.2,  
3 437.3(a)(1)-(5), and 437.4;

4 D. Misrepresenting or assisting others in misrepresenting, expressly or by  
5 implication, material aspects of the assistance offered to prospective purchasers of  
6 Defendants’ business opportunities, as provided by 16 C.F.R § 437.6(i);

7 E. Misrepresenting or assisting others in misrepresenting, expressly or by  
8 implication, that Defendants’ products or services:

- 9 1. Will allow purchasers to earn a specific level or range of actual or  
10 potential sales, or gross or net income or profits, revenues,  
11 financial gains, percentage gains, or return on investment with  
12 little to no effort on their part; and  
13 2. Will use artificial intelligence to maximize revenues;

14 F. Misrepresenting or assisting others in misrepresenting, expressly or by  
15 implication, that purchasers of Defendants’ products or services:

- 16 1. Will be able to or are likely to launch their own online business in  
17 a short amount of time and attract customers;  
18 2. Will be able to complete Defendants’ training program and  
19 graduate within a short amount of time and receive a paid  
20 placement with a person or entity soon after graduation;

21 G. Misrepresenting or assisting others in misrepresenting, expressly or by  
22 implication, that a person providing an endorsement or testimonial is describing  
23 their findings, beliefs, or experience with the product or service being promoted;

24 H. Failing to disclose, Clearly and Conspicuously, and in Close  
25 Proximity to the representation, any unexpected material connection between any  
26 consumer, endorser, or testimonialist with any Defendant. For purposes of this  
27 provision, “unexpected material connection” means any relationship that might  
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1 materially affect the weight or credibility of the testimonial or endorsement and  
2 that would not reasonably be expected by consumers; and

3 I. Misrepresenting or assisting others in misrepresenting, expressly or by  
4 implication, any other fact material to consumers concerning any good or service,  
5 such as: the total costs; any material restrictions, limitations, or conditions; or any  
6 material aspect of its performance, efficacy, nature, or central characteristics.

7 **II. PROHIBITED CREDIT REPAIR ACTIVITIES**

8 **IT IS FURTHER ORDERED** that Defendants, Defendants’ officers,  
9 agents, employees, and attorneys, and all other persons in active concert or  
10 participation with any of them, who receive actual notice of this Order, whether  
11 acting directly or indirectly, are hereby temporarily restrained and enjoined from:

12 A. Misrepresenting or assisting others in misrepresenting, expressly or by  
13 implication, that Defendants will substantially improve consumers’ credit scores or  
14 ratings, including but not limited to, by removing negative information and hard  
15 inquiries from consumers’ credit reports or profiles even where such information is  
16 accurate and not obsolete;

17 B. Charging or receiving money or other valuable consideration for the  
18 performance of any Credit Repair Service before such service is fully performed;

19 C. Failing to provide any consumer with a written statement of  
20 “Consumer Credit File Rights Under State and Federal Law,” in the form and  
21 manner required by 15 U.S.C. § 1679c; and

22 D. Failing to include in contracts for any Credit Repair Service the  
23 required terms and conditions, including: (a) a full and detailed description of the  
24 services to be performed for the consumer, including all guarantees of performance  
25 and an estimate of the date by which the performance of the services (to be  
26 performed by Defendants or any other person or entity) will be complete or the  
27 length of the period necessary to perform such services; (b) the amount of  
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1 payment; (c) the specific conspicuous statement in bold face type in immediate  
2 proximity to the space reserved for the consumer's signature on the contract,  
3 regarding the consumer's right to cancel the contract without penalty or obligation  
4 at any time before the third business day after the date on which the consumer  
5 signed the contract; and (d) a cancellation form in the prescribed manner required  
6 by 15 U.S.C. §1679e.

7 **III. PROHIBITION ON RELEASE OF CUSTOMER INFORMATION**

8 **IT IS FURTHER ORDERED** that Defendants, Defendants' officers,  
9 agents, employees, and attorneys, and all other persons in active concert or  
10 participation with any of them, who receive actual notice of this Order, whether  
11 acting directly or indirectly, are hereby temporarily restrained and enjoined from:

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

17 B. Benefitting from or using the name, address, birth date, telephone  
18 number, email address, credit card number, bank account number, Social Security  
19 number, or other financial or identifying information of any person that any  
20 Defendant obtained in connection with any activity that pertains to the subject  
21 matter of this Order.

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

2 **IT IS FURTHER ORDERED** that Defendants and their officers, agents,  
3 employees, and attorneys, and all other persons in active concert or participation  
4 with any of them, who receive actual notice of this Order, whether acting directly  
5 or indirectly, are hereby temporarily restrained and enjoined from:

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

- 10 1. owned or controlled, directly or indirectly, by any Defendant;  
11 2. held, in part or in whole, for the benefit of any Defendant;  
12 3. in the actual or constructive possession of any Defendant; or  
13 4. owned or controlled by, in the actual or constructive possession of,  
14 or otherwise held for the benefit of, any corporation, partnership,  
15 asset protection trust, or other entity that is directly or indirectly  
16 owned, managed, or controlled by any Defendant;

17 B. Opening or causing to be opened any safe deposit boxes, commercial  
18 mailboxes, or storage facilities titled in the name of any Defendant or subject to  
19 access by any Defendant;

20 C. Incurring charges or cash advances on any credit, debit, or ATM card  
21 issued in the name, individually or jointly, of the Corporate Defendant or any  
22 corporation, partnership, or other entity directly or indirectly owned, managed, or  
23 controlled by any Defendant or of which any Defendant is an officer, director,  
24 member, or manager. This includes any corporate bankcard or corporate credit card  
25 account for which any Defendant is, or was on the date that this Order was signed,  
26 an authorized signor; or  
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1 D. Cashing any checks or depositing any money orders or cash received  
2 from consumers, clients, or customers of any Defendant.

3 The assets affected by this Section shall include: (1) all assets of Defendants as of  
4 the time this Order is entered; and (2) assets obtained by Defendants after this  
5 Order is entered if those assets are derived from any activity that is the subject of  
6 the Complaint in this matter or that is prohibited by this Order. This Section does  
7 not prohibit repatriation of foreign assets specifically required by this order.

8 **V. DUTIES OF ASSET HOLDERS AND OTHER THIRD PARTIES**

9 **IT IS FURTHER ORDERED** that any financial or brokerage institution,  
10 Electronic Data Host, credit card processor, payment processor, merchant bank,  
11 acquiring bank, independent sales organization, third party processor, payment  
12 gateway, insurance company, business entity, or person who receives actual notice  
13 of this Order (by service or otherwise) that:

14 (a) has held, controlled, or maintained custody, through an account or  
15 otherwise, of any Document on behalf of any Defendant or any asset that has been  
16 owned or controlled, directly or indirectly, by any Defendant; held, in part or in  
17 whole, for the benefit of any Defendant; in the actual or constructive possession of  
18 any Defendant; or owned or controlled by, in the actual or constructive possession  
19 of, or otherwise held for the benefit of, any corporation, partnership, asset  
20 protection trust, or other entity that is directly or indirectly owned, managed or  
21 controlled by any Defendant;

22 (b) has held, controlled, or maintained custody, through an account or  
23 otherwise, of any Document or asset associated with credits, debits, or charges  
24 made on behalf of any Defendant, including reserve funds held by payment  
25 processors, credit card processors, merchant banks, acquiring banks, independent  
26 sales organizations, third party processors, payment gateways, insurance  
27 companies, or other entities; or  
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1 (c) has extended credit to any Defendant, including through a credit card  
2 account, shall:

3 A. Hold, preserve, and retain within its control and prohibit the  
4 withdrawal, removal, alteration, assignment, transfer, pledge, encumbrance,  
5 disbursement, dissipation, relinquishment, conversion, sale, or other disposal of  
6 any such Document or asset, as well as all Documents or other property related to  
7 such assets, except by further order of this Court; provided, however, that this  
8 provision does not prohibit an Individual Defendant from incurring charges on a  
9 personal credit card established prior to entry of this Order, up to the pre-existing  
10 credit limit;

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

14 C. Provide Plaintiff's counsel, within three (3) days of receiving a copy  
15 of this Order, a sworn statement setting forth, for each asset or account covered by  
16 this Section:

- 17 1. The identification number of each such account or asset;
- 18 2. The balance of each such account, or a description of the nature  
19 and value of each such asset as of the close of business on the day  
20 on which this Order is served, and, if the account or other asset has  
21 been closed or removed, the date closed or removed, the total  
22 funds removed in order to close the account, and the name of the  
23 person or entity to whom such account or other asset was remitted;  
24 and
- 25 3. The identification of any safe deposit box, commercial mailbox, or  
26 storage facility that is either titled in the name, individually or  
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1 jointly, of any Defendant, or is otherwise subject to access by any  
2 Defendant; and

3 D. Upon the request of Plaintiff's counsel, promptly provide Plaintiff's  
4 counsel with copies of all records or other Documents pertaining to any account or  
5 asset covered by this Section, including originals or copies of account applications,  
6 account statements, signature cards, checks, drafts, deposit tickets, transfers to and  
7 from the accounts, including wire transfers and wire transfer instructions, all other  
8 debit and credit instruments or slips, currency transaction reports, 1099 forms, and  
9 all logs and records pertaining to safe deposit boxes, commercial mail boxes, and  
10 storage facilities.

11 Provided, however, that this Section does not prohibit repatriation of foreign  
12 assets specifically required by this order.

13 **VI. FINANCIAL DISCLOSURES**

14 **IT IS FURTHER ORDERED** that each Defendant, within five (5) days of  
15 service of this Order upon them, shall prepare and deliver to Plaintiff's counsel:

16 A. completed financial statements on the forms attached to this Order as  
17 **Attachment A** (Financial Statement of Individual Defendant) for each Individual  
18 Defendant, and **Attachment B** (Financial Statement of Corporate Defendant) for  
19 the Corporate Defendant; and  
20

21 B. completed **Attachment C** (IRS Form 4506, Request for Copy of a  
22 Tax Return) for each Individual and Corporate Defendant.

23 **VII. FOREIGN ASSET REPATRIATION**

24 **IT IS FURTHER ORDERED** that within five (5) days following the  
25 service of this Order, each Defendant shall:

26 A. Provide Plaintiff's counsel with a full accounting, verified under oath  
27 and accurate as of the date of this Order, of all assets, Documents, and accounts  
28 outside of the United States which are: (1) titled in the name, individually or

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

6 B. Take all steps necessary to provide Plaintiff's counsel access to all  
7 Documents and records that may be held by third parties located outside of the  
8 territorial United States of America, including signing the Consent to Release of  
9 Financial Records appended to this Order as **Attachment D**;

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

17 D. The same business day as any repatriation, (1) notify counsel for  
18 Plaintiff of the name and location of the financial institution or other entity that is  
19 the recipient of such Documents or assets; and (2) serve this Order on any such  
20 financial institution or other entity.

21 **VIII. NON-INTERFERENCE WITH REPATRIATION**

22 **IT IS FURTHER ORDERED** that Defendants, Defendants' officers,  
23 agents, employees, and attorneys, and all other persons in active concert or  
24 participation with any of them, who receive actual notice of this Order, whether  
25 acting directly or indirectly, are hereby temporarily restrained and enjoined from  
26 taking any action, directly or indirectly, which may result in the encumbrance or  
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1 dissipation of foreign assets, or in the hindrance of the repatriation required by this  
2 Order, including, but not limited to:

3 A. Sending any communication or engaging in any other act, directly or  
4 indirectly, that results in a determination by a foreign trustee or other entity that a  
5 “duress” event has occurred under the terms of a foreign trust agreement until such  
6 time that all Defendants’ assets have been fully repatriated pursuant to this Order;

7 or

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

12 **IX. CONSUMER CREDIT REPORTS**

13 **IT IS FURTHER ORDERED** that Plaintiff may obtain credit reports  
14 concerning Individual Defendants pursuant to Section 604(a)(1) of the Fair Credit  
15 Reporting Act, 15 U.S.C. 1681b(a)(1), and that, upon written request, any credit  
16 reporting agency from which such reports are requested shall provide them to  
17 Plaintiff.  
18

19 **X. PRESERVATION OF RECORDS**

20 **IT IS FURTHER ORDERED** that Defendants, Defendants’ officers,  
21 agents, employees, and attorneys, and all other persons in active concert or  
22 participation with any of them, who receive actual notice of this Order, whether  
23 acting directly or indirectly, are hereby temporarily restrained and enjoined from:

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

1 the business practices or finances of entities directly or indirectly under common  
2 control with any other Defendant; and

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

6 **XI. REPORT OF NEW BUSINESS ACTIVITY**

7 **IT IS FURTHER ORDERED** that Defendants, Defendants' officers,  
8 agents, employees, and attorneys, and all other persons in active concert or  
9 participation with any of them, who receive actual notice of this Order, whether  
10 acting directly or indirectly, are hereby temporarily restrained and enjoined from  
11 creating, operating, or exercising any control over any business entity, whether  
12 newly formed or previously inactive, including any partnership, limited  
13 partnership, joint venture, sole proprietorship, or corporation, without first  
14 providing Plaintiff's counsel with a written statement disclosing: (1) the name of  
15 the business entity; (2) the address and telephone number of the business entity; (3)  
16 the names of the business entity's officers, directors, principals, managers, and  
17 employees; and (4) a detailed description of the business entity's intended  
18 activities.  
19

20 **XII. IMMEDIATE PRODUCTION OF BUSINESS RECORDS**

21 **IT IS FURTHER ORDERED** that Defendants shall allow Plaintiff,  
22 through its employees and agents, access to Defendants' business records so that  
23 Plaintiff may inspect, inventory, and copy Documents in preparation for the  
24 preliminary injunction hearing and identify and locate assets. Within five (5) days  
25 of receiving notice of this Order, Defendants must produce to the Plaintiff for  
26 inspection, inventory, and copying, at a location designated by Plaintiff, the  
27 following Documents or information:  
28

1 A. All Documents pertaining to Earnings Claims and other  
2 representations related to the marketing, advertising, promotion, offer for sale, or  
3 sale of any business opportunity, including substantiation for any Earnings Claims;

4 B. All Documents relating to any testimonial about any of Defendants'  
5 businesses, products, or services, including (but not limited to) electronic copies of  
6 testimonials and Documents identifying each testimonialist; identifying the  
7 program, product or service for which each testimonial was made; identifying the  
8 date each testimonial was made; and reflecting any connection between any of the  
9 Defendants and any testimonialist;

10 C. Documents sufficient to reflect all disclosures made by any of the  
11 Defendants relating to the sale of any business opportunity or credit repair service,  
12 and the timing of all such disclosures;

13 D. All customer information, including names, phone numbers,  
14 addresses, email addresses, customer complaints and responses, and payment  
15 information for all consumers who have purchased any business opportunity or  
16 credit repair service offered for sale or sold by any Defendant;

17 E. All contracts, including settlement agreements, with customers;

18 F. Any correspondence, including electronic correspondence, that refers  
19 or relates to any customer's earnings, or lack thereof, from any business  
20 opportunity offered or sold by any of the Defendants;

21 G. An electronic copy of each advertisement, including videos  
22 disseminated online or other mediums, used by any of the Defendants to promote  
23 and sell any business opportunity or credit repair service;

24 H. All scripts and presentation materials (including slide decks, sales  
25 projections, charts, and spreadsheets) used by any of the Defendants in the sales  
26 process;  
27  
28

1 I. All financial records and accounting information relating to the sale of  
2 any business opportunity or credit repair service by any Defendant, including profit  
3 and loss statements, annual reports, receipt books, ledgers, personal and business  
4 canceled checks and check registers, bank statements, appointment books, copies  
5 of federal, state, or local business or personal income or property tax returns, and  
6 1099 forms.

7 The Plaintiff shall return materials produced under this Section within five  
8 (5) business days of completing said inventory and copying. Production of  
9 Documents under this Section shall not provide grounds for any Defendant to  
10 object to any subsequent requests for Documents served by Plaintiff under this  
11 Order or the Federal Rules of Civil Procedure.

12 **XIII. DISTRIBUTION OF ORDER BY DEFENDANTS**

13 **IT IS FURTHER ORDERED** that Defendants shall immediately provide a  
14 copy of this Order to each affiliate, telemarketer, marketer, sales entity, successor,  
15 assign, member, officer, director, employee, agent, independent contractor, client,  
16 attorney, spouse, subsidiary, division, and representative of any Defendant, and  
17 shall, within ten (10) days from the date of entry of this Order, provide Plaintiff  
18 with a sworn statement that this provision of the Order has been satisfied, which  
19 statement shall include the names, physical addresses, phone number, and email  
20 addresses of each such person or entity who received a copy of the Order.

21 Furthermore, Defendants shall not take any action that would encourage officers,  
22 agents, members, directors, employees, salespersons, independent contractors,  
23 attorneys, subsidiaries, affiliates, successors, assigns or other persons or entities in  
24 active concert or participation with them to disregard this Order or believe that  
25 they are not bound by its provisions.  
26  
27  
28

**XIV. SERVICE OF THIS ORDER**

**IT IS FURTHER ORDERED** that copies of this Order as well as the Motion for Temporary Restraining Order and all other pleadings, Documents, and exhibits filed contemporaneously with that Motion (other than the complaint and summons), may be served by any means, including facsimile transmission, electronic mail or other electronic messaging, personal or overnight delivery, U.S. Mail or FedEx, by agents and employees of Plaintiff, by any law enforcement agency, or by private process server, upon any Defendant or any person (including any financial institution) that may have possession, custody or control of any asset or Document of any Defendant, or that may be subject to any provision of this Order pursuant to Rule 65(d)(2) of the Federal Rules of Civil Procedure. For purposes of this Section, service upon any branch, subsidiary, affiliate or office of any entity shall effect service upon the entire entity.

**XV. CORRESPONDENCE AND SERVICE ON PLAINTIFF**

**IT IS FURTHER ORDERED** that, for the purpose of this Order, all correspondence and service of pleadings on Plaintiff shall be addressed via email to Maris Snell (msnell@ftc.gov) and Adrienne Jenkins (ajenkins@ftc.gov).

**XVI. PRELIMINARY INJUNCTION HEARING**

**IT IS FURTHER ORDERED** that, pursuant to Fed. R. Civ. P. 65(b), Defendants shall appear before this Court on the 25th day of February 2025, at 4 p.m. to show cause, if there is any, why this Court should not enter a preliminary injunction, pending final ruling on the Complaint against Defendants, enjoining the violations of the law alleged in the Complaint, continuing the freeze of their assets, and imposing such additional relief as may be appropriate.

**XVII. BRIEFS AND AFFIDAVITS CONCERNING PRELIMINARY INJUNCTION**

**IT IS FURTHER ORDERED** that:

1           A. Defendants shall file with the Court and serve on Plaintiff's counsel  
2 any answering pleadings, affidavits, motions, expert reports or declarations, or  
3 legal memoranda no later than four (4) days prior to the order to show cause  
4 hearing scheduled pursuant to this Order. Plaintiff may file responsive or  
5 supplemental pleadings, materials, affidavits, or memoranda with the Court and  
6 serve the same on counsel for Defendants no later than one (1) day prior to the  
7 order to show Cause hearing. Provided that such affidavits, pleadings, motions,  
8 expert reports, declarations, legal memoranda or oppositions must be served by  
9 personal or overnight delivery, facsimile or email, and be received by the other  
10 party or parties no later than 5:00 p.m. (Pacific time) on the appropriate dates set  
11 forth in this Section.

12           B. An evidentiary hearing on Plaintiff's request for a preliminary  
13 injunction is not necessary unless Defendants demonstrate that they have, and  
14 intend to introduce, evidence that raises a genuine and material factual issue. The  
15 question of whether this Court should enter a preliminary injunction shall be  
16 resolved on the pleadings, declarations, exhibits, and memoranda filed by, and oral  
17 argument of, the parties. Live testimony shall be heard only on further order of this  
18 Court. Any motion to permit such testimony shall be filed with the Court and  
19 served on counsel for the other parties at least five (5) days prior to the preliminary  
20 injunction hearing in this matter. Such motion shall set forth the name, address,  
21 and telephone number of each proposed witness, a detailed summary or affidavit  
22 revealing the substance of each proposed witness's expected testimony, and an  
23 explanation of why the taking of live testimony would be helpful to this Court.  
24 Any papers opposing a timely motion to present live testimony or to present live  
25 testimony in response to another party's timely motion to present live testimony  
26 shall be filed with this Court and served on the other parties at least three (3) days  
27 prior to the order to show cause hearing.  
28

1 Provided, however, that service shall be performed by personal or overnight  
2 delivery, facsimile or email, and Documents shall be delivered so that they shall be  
3 received by the other parties no later than 5:00 p.m. (Pacific time) on the  
4 appropriate dates provided in this Section.

5 **XVIII. DURATION OF THE ORDER**

6 **IT IS FURTHER ORDERED** that this Order shall expire fourteen (14)  
7 days from the date of entry noted below, unless within such time, the Order is  
8 extended for an additional period pursuant to Fed. R. Civ. P. 65(b)(2).

9 **XIX. RETENTION OF JURISDICTION**

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

12  
13 **SO ORDERED**, this 12th day of February, 2025.

14  
15 *David O. Carter*

16  
17 UNITED STATES DISTRICT JUDGE