

**UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION**

FEDERAL TRADE COMMISSION,	)	
	)	Civ. No. 8:07-cv-1279-T-30TGW
Plaintiff,	)	
	)	
v.	)	
	)	
FTN PROMOTIONS, INC., a Florida	)	
corporation, dba Suntasia Inc., Suntasia	)	
Marketing, Inc., and Capital Vacations, <i>et al.</i> ,	)	
	)	
Defendants.	)	

**STIPULATED ORDER FOR PERMANENT INJUNCTION AND FINAL  
JUDGMENT AGAINST DEFENDANTS JPW CONSULTANTS, INC.,  
JEFFREY P. WOLF, AND ALFRED H. WOLF**

Plaintiff, the Federal Trade Commission (“FTC” or “Commission”), pursuant to Sections 13(b) and 19 of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 53(b) and 57b, and the Telemarketing and Consumer Fraud and Abuse Prevention Act (“Telemarketing Act”), 15 U.S.C. §§ 6101-6108, filed its Complaint for Injunctive and Other Equitable Relief, alleging that Defendants FTN Promotions, Inc.; Guardian Marketing Services, Corp.; Strategia Marketing, LLC; Co-Compliance, LLC; JPW Consultants, Inc.; Travel Agents Direct, LLC; Agent’s Travel Network Inc.; Bay Pines Travel, Inc.; Suntasia Properties, Inc.; Bryon W. Wolf; Roy A. Eliasson; Alfred H. Wolf; Donald L. Booth; Jeffrey P. Wolf; and John Louis Smith II, engaged in deceptive and unfair acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), and the FTC’s Trade Regulation Rule entitled “Telemarketing Sales Rule” (“TSR”), 16 C.F.R. Part 310.

Defendants JPW Consultants, Inc., Jeffrey P. Wolf, and Alfred H. Wolf (“Stipulating Defendants”), having been represented by counsel, and acting by and through said counsel, have consented to the entry of this Stipulated Order for Permanent Injunction and Final Judgment Against JPW Consultants, Inc., Jeffrey P. Wolf, and Alfred H. Wolf (“Order”) without a trial or adjudication of any issue of law or fact herein.

**NOW THEREFORE**, the Plaintiff and Stipulating Defendants, having requested the Court to enter this Order, and the Court having considered the Order reached between the parties, **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** as follows:

**FINDINGS**

1. This is an action by the Commission instituted under Sections 13(b) and 19 of the FTC Act, 15 U.S.C. §§ 53(b) and 57b, the Telemarketing Act, 15 U.S.C. §§ 6101-6108, and the TSR, 16 C.F.R. Part 310. Pursuant to these statutes and regulations, the Commission has the authority to seek the relief contained herein.

2. The Commission’s Complaint states a claim upon which relief may be granted under Sections 5(a), 13(b), and 19 of the FTC Act, 15 U.S.C. §§ 45(a), 53(b) and 57b, the Telemarketing Act, 15 U.S.C. §§ 6101-6108, and the TSR, 16 C.F.R. Part 310.

3. This Court has jurisdiction over the subject matter of this case and has jurisdiction over the parties hereto.

4. Venue in the United States District Court for the Middle District of Florida is proper pursuant to 15 U.S.C. § 53(b) and 28 U.S.C. § 1391(b) and (c).

5. The alleged activities of Stipulating Defendants are in or affecting commerce, as defined in Section 4 of the FTC Act, 15 U.S.C. § 44.

6. Stipulating Defendants, without admitting the allegations set forth in the Commission's Complaint, agree to entry of this stipulated Order.

7. Stipulating Defendants waive: (a) all rights to seek judicial review or otherwise challenge or contest the validity of this Order; (b) any claim that they may have against the Commission, its employees, representatives, or agents; (c) all claims under the Equal Access to Justice Act, 28 U.S.C. § 2412, *as amended by* Pub. L. 104-121, 110 Stat. 847, 863-64 (1996); and (d) any rights to attorney's fees that may arise under said provision of law. The Commission and Stipulating Defendants shall each bear their own costs and attorney's fees incurred in this action.

8. This Order is in addition to, and not in lieu of, any other civil or criminal remedies that may be provided by law.

9. Entry of this Order is in the public interest.

## **ORDER**

### **DEFINITIONS**

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

1. **"Plaintiff"** means the Federal Trade Commission ("Commission" or "FTC").
2. **"Defendants"** means FTN Promotions, Inc., dba Suntasia Inc., Suntasia Marketing, Inc., and Capital Vacations; Guardian Marketing Services, Corp., dba Guardian Escrow Service; Strategia Marketing, LLC; Co-Compliance, LLC; JPW Consultants, Inc., dba Freedom Gold, Variety!, Credit Life, and Freedom Ring ULD; Travel Agents Direct, LLC, dba Travel Agents Go Direct, Floridaway, Travel Life Go Direct, Florida Direct, and Lucid Long Distance; Agent's Travel Network Inc., dba Florida Passport; Bay Pines Travel, Inc.; Suntasia Properties, Inc.; Bryon W. Wolf; Roy A. Eliasson; Alfred H. Wolf; Donald L. Booth; Jeffrey P. Wolf; and John Louis Smith

II, and each of them, by whatever names each may be known, and any subsidiaries, affiliates, successors, assigns, and any fictitious business entities or business names created or used by these entities.

3. **“Stipulating Defendants”** means JPW Consultants, Inc., dba Freedom Gold, Variety!, Credit Life, and Freedom Ring ULD; Jeffrey P. Wolf; and Alfred H. Wolf, and each of them, by whatever names each may be known, and any subsidiaries, affiliates, successors, assigns, and any fictitious business entities or business names created or used by JPW Consultants, Inc.

4. **“Receiver”** means Robb Evans and Robb Evans & Associates LLC, and its representatives, agents, employees, consultants, attorneys, accountants, independent contractors, corporations, affiliates, divisions, “doing business as” names, merchant names, successors and assigns, and any person or entity acting, or who acted at any relevant time, on behalf of any of them.

5. **“Asset”** or **“Assets”** means any legal or equitable interest in, right to, or claim to, any real or personal property, including, but not limited to, “goods,” “instruments,” “equipment,” “fixtures,” “general intangibles,” “inventory,” “checks,” or “notes,” (as these terms are defined in the Uniform Commercial Code), lines of credit, chattels, leaseholds, contracts, mail or other deliveries, shares of stock, lists of consumer names, accounts, credits, premises, receivables, funds, and all cash, wherever located.

6. **“Billing Information”** means any data that enables any person to access a consumer’s account, such as a credit card, checking, savings, share or similar account, utility bill, mortgage loan account, or debit card.

7. **“Consumer”** means any individual, group, unincorporated association, limited or general partnership, corporation, or other business entity.

8. **“Document”** or **“Documents”** is synonymous in meaning and equal in scope to the usage of the term in Federal Rule of Civil Procedure 34(a) and includes writings, drawings, graphs, charts, photographs, audio and video recordings, computer records, and other data compilations from which information can be obtained and translated, if necessary, into reasonably usable form through detection devices. A draft or nonidentical copy is a separate Document within the meaning of the term.

9. **“Material”** means likely to affect a person’s choice of, or conduct regarding, goods or services.

10. **“Negative Option Feature”** means, in an offer or agreement to sell or provide any product or service, a provision under which the consumer’s silence or failure to take an affirmative action to reject products or services or to cancel the agreement is interpreted by the seller or provider as acceptance of the offer. Agreements with Negative Option Features include, but are not limited to: (I) free-to-pay conversion agreements in which the consumer receives a product or service for free for an initial period and will incur an obligation to pay for the product or service if he or she does not take affirmative action to cancel before the end of that period; (ii) continuity plans in which, subsequent to the consumer’s agreement to the plan, the seller or provider automatically ships products to a consumer unless the consumer notifies the seller or provider within a certain time not to ship the products; and (iii) automatic renewal plans in which the seller or provider automatically renews the agreement and charges the consumer unless the consumer cancels before the renewal.

11. **“Person”** or **“Persons”** means a natural person, an organization or other legal entity, including a corporation, partnership, sole proprietorship, limited liability company, association,

cooperative, or any other group or combination acting as an entity.

12. **“Assisting Others”** means knowingly providing services to any person or entity that include, but are not limited to: (a) performing customer service functions for any person or entity, including, but not limited to, receiving or responding to consumer complaints; (b) formulating or providing, or arranging for the formulation or provision of, any telephone sales script or any other marketing material for any person or entity; (c) performing marketing services of any kind for any person or entity; or (d) providing credit card merchant processing accounts, or otherwise providing access to a billing and collection system (such as a credit card, checking, savings, share or similar account, utility bill, telephone bill, mortgage loan account or debit card), or causing any charges to be made to such an account or utilizing such a system.

13. **“Clear and Conspicuous”** or **“Clearly and Conspicuously”** means:

a. in print communications, the message shall be in a type size and location sufficiently noticeable for an ordinary consumer to read and comprehend it, in print that contrasts with the background against which it appears;

b. in communications disseminated orally, the message shall be delivered in a volume and cadence sufficient for an ordinary consumer to hear and comprehend it;

c. in communications made through an electronic medium (such as television, video, radio, and interactive media such as the Internet, online services and software), the message shall be presented simultaneously in both the audio and visual portions of the communication. In any communication presented solely through visual or audio means, the message may be made through the same means in which the communication is presented. In any communication disseminated by means of an interactive electronic medium such as software, Internet, or online

services, a disclosure must be unavoidable and presented prior to the consumer incurring any financial obligation. Any audio message shall be delivered in a volume and cadence sufficient for any ordinary consumer to hear and comprehend it. Any visual message shall be of a size and shade, with a degree of contrast to the background against which it appears and shall appear on the screen for a duration and in a location sufficiently noticeable for an ordinary consumer to read and comprehend it; and

d. regardless of the medium used to disseminate it, the message shall be in understandable language and syntax. Nothing contrary to, inconsistent with, or in mitigation of the message shall be used in any communication.

14. **“Telemarketing”** means any plan, program, or campaign (whether or not covered by the Telemarketing Sales Rule, 16 C.F.R. Part 310) that is conducted to induce the purchase of goods or services or the payment of money by means of the use of one or more telephones.

## I.

### **PROHIBITED BUSINESS ACTIVITIES**

**IT IS THEREFORE ORDERED** that in connection with the advertising, promoting, offering for sale, or sale of any product or service, Stipulating Defendants and their officers, agents, servants, employees, attorneys, and all other Persons in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, whether acting directly or through any trust, corporation, subsidiary, division, or other device, or any of them, are hereby permanently restrained and enjoined from:

A. Misrepresenting, either orally or in writing, expressly or by implication, any Material fact, including but not limited to:

1. An affiliation with the Consumer's bank or other third party with whom the Consumer has conducted business;
2. The purpose for which a Consumer's Billing Information will be used;
3. Whether the Consumer's Billing Information is already possessed;
4. That a product or service is offered on a "free," "trial," or "no obligation" basis, or words of similar import, denoting or implying the absence of any obligation on the part of the recipient of the offer to affirmatively act in order to avoid charges if, in fact, a charge will be assessed pursuant to the offer unless the Consumer takes affirmative action to cancel;
5. The length of any trial or review period that Consumers receive before being charged or billed;
6. That the trial or review period will not begin to run until Consumers receive informational material in the mail;
7. The amount that a Consumer will be charged or billed;
8. That a Consumer will not be charged or billed;
9. Through, among other things, mailings, e-mails, billings, credit card charges, or checking account debits, that a Consumer purchased or agreed to purchase a product or service, or that a transaction has been authorized by a Consumer;
10. That a Consumer will not be charged or billed without the Consumer's authorization; and
11. The terms and conditions of any policies and practices regarding cancellations and refunds, including, but not limited to, that: (I) Consumers will be able to easily cancel



prior to the assessment of any charges; (ii) Consumers' requests to cancel will be honored; (iii) Consumers are entitled to keep and to use any free gifts offered as an inducement for accepting a trial offer, even if they subsequently cancel; and (iv) Consumers will be able to obtain prompt refunds of any fees paid; and

B. Assisting Others who violate any provision of Paragraph A of this Section.

## II.

### REQUIRED DISCLOSURES

**IT IS FURTHER ORDERED** that in connection with the advertising, promoting, offering for sale, or sale of any product or service, Stipulating Defendants and their officers, agents, servants, employees, attorneys, and all other Persons in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, whether acting directly or through any trust, corporation, subsidiary, division, or other device, or any of them, are hereby permanently restrained and enjoined from failing to Clearly and Conspicuously disclose, before Consumers are asked to reveal Billing Information or consent to any purchase: all fees and costs; all Material conditions, limitations, or restrictions applicable to the purchase or receipt of the product or service that is the subject of the offer (including any promotion associated with "free" products or services, or products or services available on a trial basis); and all Material terms and conditions of any offer with a Negative Option Feature, including but not limited to:

A. The dollar amount of the first payment and when it will be charged, withdrawn, or become due; the dates or frequency (e.g., monthly, quarterly) of all subsequent charges or payment(s); and the dollar amount or range of costs of all subsequent charges or payments;

B. If a charge will be submitted for payment at the end of a trial or review period unless the Consumer cancels: this fact; when the trial period begins; the length of the trial period; the specific steps and means by which a cancellation request must be submitted, including a telephone number or address to which a cancellation request may be directed; and the date or time period by which a cancellation request must be received to avoid a charge;

C. All Material conditions, limitations, and restrictions on the ability of the Consumer to use any trial membership, information kit, product, or service that is offered “free,” “risk-free,” with “no obligation,” or words of similar import denoting or implying the absence of any obligation on the part of the recipient of such offer to pay for the trial membership, information kit, product, or service or to take affirmative action to avoid incurring payment or increased payment obligations; and

D. All Material conditions, limitations, and restrictions on the ability of the Consumer to use any product or service offered for “free” or with “no obligation,” or as discounted or reduced in price, or words of similar import, to a Consumer who accepts an offer for other products or services subject to this Part.

### **III.**

#### **EXPRESS AUTHORIZATION**

**IT IS FURTHER ORDERED** that in connection with the advertising, promoting, offering for sale, or sale of any product or service, Stipulating Defendants and their officers, agents, servants, employees, attorneys, and all other Persons in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, whether acting directly or through any trust, corporation, subsidiary, division, or other device, or any of them, are hereby permanently

restrained and enjoined from directly or indirectly causing Billing Information to be submitted for payment, in connection with the marketing of any product or service, without the express informed consent of the Consumer, which shall include express informed consent to be charged for the product or service using a specified billing account, and the Clear and Conspicuous disclosure of the information identified in Section II, above, in close proximity prior to the Consumer's express consent to purchase such products or services. In connection with the marketing of any product or service pursuant to an offer or agreement with a Negative Option Feature, the following requirements must be met to evidence express informed consent:

A. Obtaining the Consumer's express written authorization to purchase the product or service that is the subject of the transaction and the Consumer's authorization to assess a charge against a specified account for payment for the product or service. Such authorization must include the Consumer's signature (the term "signature" includes a verifiable electronic or digital form of signature, to the extent such form of signature is recognized as a valid signature under applicable federal law or state contract law); or

B. Obtaining the Consumer's express oral authorization to purchase the product or service that is the subject of the transaction and the Consumer's authorization to assess a charge against a specified account for payment for that product or service that is audio-recorded, as follows:

1. In connection with any transaction involving preacquired account information, the recording must evidence that the Consumer, during that transaction, at a minimum, has provided the last four (4) digits of the account number to be charged;

2. The recording must evidence that the disclosure requirements of Section II, above, and the disclosure requirements of the Telemarketing Sales Rule have been complied with;
3. The recording must include the entirety of the transaction;
4. The recording can be identified and located by either the Consumer's name or telephone number; and
5. A copy of the recording is provided upon request to the Consumer, the Consumer's bank, credit or debit card company, or other billing entity, state attorney general or consumer protection agency, and the Commission.

#### IV.

#### TELEMARKETING SALES RULE

**IT IS FURTHER ORDERED** that Stipulating Defendants and their officers, agents, servants, employees, attorneys, and all other Persons in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, whether acting directly or through any trust, corporation, subsidiary, division, or other device, or any of them, are hereby permanently restrained and enjoined from violating, or Assisting Others in violating, any provision of the Telemarketing Sales Rule, 16 C.F.R. Part 310, as currently promulgated or as it hereafter may be amended, including, but not limited to:

A. Section 310.3(a)(2)(vii) of the TSR, 16 C.F.R. § 310.3(a)(2)(vii), by misrepresenting, directly or by implication, an affiliation with, or endorsement or sponsorship by, any person or government entity;

B. Section 310.3(a)(1)(vii) of the TSR, 16 C.F.R. § 310.3(a)(1)(vii), by failing to disclose truthfully, in a Clear and Conspicuous manner, before a Consumer pays for the goods or services offered, all Material terms and conditions of the Negative Option Feature, including, but not limited to, the following: (1) the fact that the Consumer's account will be charged unless the Consumer takes affirmative action to avoid the charge; (2) the date(s) the charge(s) will be submitted for payment; and (3) the specific steps the Consumer must take to avoid the charge(s);

C. Section 310.3(a)(2)(iv) of the TSR, 16 C.F.R. § 310.3(a)(2)(iv), by misrepresenting, directly or by implication, any Material aspect of the nature or terms of any refund, cancellation, exchange, or repurchase policies;

D. Section 310.4(d) of the TSR, 16 C.F.R. § 310.4(d), by failing to disclose truthfully, promptly, and in a Clear and Conspicuous manner: (1) the identity of the seller; (2) that the purpose of the call is to sell goods or services; and (3) the nature of the goods or services;

E. Section 310.3(a)(3) of the TSR, 16 C.F.R. § 310.3(a)(3), by causing Billing Information to be submitted for payment, or collecting or attempting to collect payment for goods or services, directly or indirectly, without the Consumer's express verifiable authorization;

F. Section 310.4(a)(6) of the TSR, 16 C.F.R. § 310.4(a)(6), by causing Billing Information to be submitted for payment, directly or indirectly, without the Consumer's express informed consent; and

G. Section 310.4(a)(5) of the TSR, 16 C.F.R. § 310.4(a)(5), by disclosing or receiving, for consideration, unencrypted Consumer account numbers for use in telemarketing, including, but not limited to: (1) encrypted Consumer account numbers along with a key to unencrypt the data, and (2) a portion of an unencrypted Consumer account number, such as the last four digits of the

account number, and entrusting the remainder of the account number to a third party, such as an escrow agent.

**V.**

**MONETARY JUDGMENT**

**IT IS FURTHER ORDERED** that Judgment is hereby entered in favor of the Commission and against Stipulating Defendants Jeffrey P. Wolf and JPW Consultants, Inc., for equitable monetary relief, including, but not limited to, consumer redress, in the amount of \$60,000,000.00 (an estimate of the total amount of consumer injury caused by Defendants during the time that Stipulating Defendants Jeffrey P. Wolf and JPW Consultants, Inc. were involved); and further that Judgment is hereby entered in favor of the Commission and against Stipulating Defendant Alfred H. Wolf, for equitable monetary relief, including, but not limited to, consumer redress, in the amount of \$115,000,000.00 (an estimate of the total amount of consumer injury caused by Defendants during the time that Stipulating Defendant Alfred H. Wolf was involved). *Provided, however,* that the above Judgments for equitable monetary relief against Stipulating Defendants Jeffrey P. Wolf, JPW Consultants, Inc., and Alfred H. Wolf shall be suspended upon the satisfaction of the obligations imposed by Subsection A of this Section, and subject to the conditions set forth in Section VI of this Order.

A. Stipulating Defendants shall immediately upon entry of this Order liquidate, for turn-over to the FTC or its designated representative, all assets held as of the date of the entry of this Order in the following two accounts, which were disclosed in response to Item 14 on the financial statement of Alfred H. Wolf dated July 31, 2007, that Alfred H. Wolf provided to the FTC:

1. Account titled "Jeffrey P Wolf and Alfred H Wolf JTWROS" held at Wachovia Securities, LLC, and shown on the above financial statement as having a "Current Fair Market Value" of \$500,000; and
2. Account titled "WBNA Collateral Account FBO Alfred H Wolf and Shirley K Wolf JTWROS" held at Wachovia Securities, LLC, and shown on the above financial statement as having a "Current Fair Market Value" of \$1,500,000.

The FTC acknowledges that the current fair market values of these accounts may be lower due to agreed-upon releases and/or market conditions.

Upon liquidation of the above two accounts, Wachovia Securities, LLC shall transfer directly to the FTC or its designated agent, within five (5) business days of the date of entry of this Order, all assets held in the above accounts, via wire transfer in accordance with directions provided by the FTC. Stipulating Defendants, and those persons or entities in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, whether acting directly or through any entity, corporation, subsidiary, division, or other device, hereby forever waive, release, discharge, and disclaim all right, title, and interest in the assets held in the above-listed accounts;

B. In the event of any default by Stipulating Defendants on any obligation imposed under this Section, including, but not limited to, the failure to timely and completely fulfill their payment obligations:

1. The judgment imposed herein will not be suspended, and the full amount of that judgment shall immediately become due and payable, plus interest from the date of entry of this

Order pursuant to 28 U.S.C. § 1961, less any amounts already paid; and

2. The Commission shall be entitled to immediately exercise any and all rights and remedies against Stipulating Defendants and their property to collect the full amount of the judgment and interest thereon, less any amounts already paid;

C. All funds paid pursuant to this Order shall be deposited into a fund administered by the Commission or its agent to be used for equitable relief, including, but not limited to, consumer redress, and any attendant expenses for the administration of such equitable relief fund. Stipulating Defendants shall cooperate fully to assist the Commission in identifying Consumers who may be entitled to redress pursuant to this Order. If the Commission determines, in its sole discretion, that redress to Consumers is wholly or partially impracticable or funds remain after redress is completed, the Commission may apply any remaining funds for such other equitable relief (including Consumer information remedies) as it determines to be reasonably related to Defendants' practices alleged in the Complaint. Any funds not used for such equitable relief shall be deposited to the United States Treasury as disgorgement. Stipulating Defendants shall have no right to challenge the Commission's choice of remedies under this Section, and shall have no right to contest the manner of distribution chosen by the Commission. This judgment for equitable monetary relief is solely remedial in nature and is not a fine, penalty, punitive assessment, or forfeiture;

D. Stipulating Defendants relinquish all dominion, control, and title to the funds paid to the fullest extent permitted by law. Stipulating Defendants shall make no claim to or demand return of the funds, directly or indirectly, through counsel or otherwise;

E. In accordance with 31 U.S.C. § 7701, Stipulating Defendants are hereby required, unless they already have done so, to furnish to the Commission their taxpayer identifying numbers



(social security numbers or employer identification numbers), which shall be used for purposes of collecting and reporting on any delinquent amount arising out of their relationship with the government. Stipulating Defendants Jeffrey P. Wolf and Alfred H. Wolf are further required, unless they already have done so, to provide the Commission with clear, legible and full-size photocopies of all valid driver's licenses that each possesses, which will be used for reporting and compliance purposes;

F. Stipulating Defendants agree that the facts as alleged in the Complaint filed in this action shall be taken as true, without further proof, in any bankruptcy case or subsequent civil litigation pursued by the Commission to enforce its rights to any payment or money judgment pursuant to this Order, including, but not limited to, a nondischargeability complaint in any bankruptcy case. Stipulating Defendants further stipulate and agree that the facts alleged in the Complaint establish all elements necessary to sustain an action pursuant to, and that this Order shall have collateral estoppel effect for purposes of, Section 523(a)(2)(A) of the Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A);

G. Stipulating Defendants shall provide the Commission, or its agent, within thirty (30) days of such a request, the name, last known address, telephone number, date of purchase, program(s) purchased, total amount paid to Defendants, amount of any full or partial refund, credit card, debit card, or bank account information, and the complete file record, including computer records, for each consumer who paid any money to Defendants, and any further information the Commission deems necessary to effectuate any redress program for consumers; and

H. 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.

**VI.**

**RIGHT TO REOPEN**

**IT IS FURTHER ORDERED** that:

A. By agreeing to this Order, Stipulating Defendants reaffirm and attest to the truthfulness, accuracy, and completeness of the financial statements signed by Stipulating Defendants and provided to the Commission, including all attachments and subsequent amendments and corrections thereto. Plaintiff's agreement to this Order is expressly premised upon the truthfulness, accuracy, and completeness of Stipulating Defendants' financial condition, as represented in the financial statements and attachments submitted to the Commission, namely the financial statements of JPW Consultants, Inc., dated July 31, 2007, of Jeffrey P. Wolf dated July 31, 2007, and of Alfred H. Wolf dated July 31, 2007, which contain material information upon which the Commission relied in negotiating and agreeing to the terms of this Order;

B. If, upon motion of the Commission, the Court finds that any Stipulating Defendant failed to disclose any material Asset, materially misrepresented the value of any Asset, or made any other material misrepresentation in or omission from Stipulating Defendant's sworn financial statement or supporting documents, the suspended judgment entered in Section V shall become immediately due and payable as to that Stipulating Defendant (less any amounts already paid). *Provided, however,* that, in all other respects, this Order shall remain in full force and effect, unless otherwise ordered by the Court; and

C. Any proceedings instituted under this Section shall be in addition to, and not in lieu of, any other civil or criminal remedies that may be provided by law, including, but not limited to,

contempt proceedings, or any other proceedings that the Commission or the United States might initiate to enforce this Order. For purposes of this Section, Stipulating Defendants waive any right to contest any of the allegations in the Commission's Complaint.

## VII.

### **PROHIBITION ON COLLECTION OF PAYMENTS AND DISCLOSURE OF CUSTOMER INFORMATION**

**IT IS FURTHER ORDERED** that Stipulating Defendants and their officers, agents, servants, employees, attorneys, and all other Persons in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, whether acting directly or through any trust, corporation, subsidiary, division, or other device, or any of them, are hereby permanently restrained and enjoined from:

A. Causing any withdrawal, assessment of a fee, or payment to be made against any Consumer account, or otherwise causing collection of, or attempts to collect payment, directly or indirectly, from a Consumer, for any order for any product or service offered or provided to Consumers via Telemarketing by any Defendant, or by any entity owned or controlled directly or indirectly by any Defendant, where the purported authorization for such order occurred prior to the effective date of this Order; and

B. Selling, renting, leasing, transferring, or otherwise disclosing the name, address, telephone number, Social Security number, account number, e-mail address, or other financial or identifying information of any Person about whom any Defendant obtained such information in connection with the activities alleged in the Complaint prior to the effective date of this Order.

*Provided, however,* that Stipulating Defendants may disclose identifying information to a law enforcement agency or as required by any law, regulation, or court order.

**VIII.**

**MONITORING COMPLIANCE OF SALES PERSONNEL**

**IT IS FURTHER ORDERED** that, in connection with any business where (1) Stipulating Defendant Jeffrey P. Wolf or Alfred H. Wolf is the majority owner of the business or directly or indirectly manages or controls the business, and where (2) the business is engaged in, or is Assisting Others engaged in the Telemarketing of any product or service to Consumers, such Defendant, and his officers, agents, servants, employees, attorneys, and all other Persons in active concert or participation with him who receive actual notice of this Order by personal service or otherwise, are hereby permanently restrained and enjoined from:

A. Failing to take reasonable steps sufficient to monitor and ensure that all employees and independent contractors engaged in sales or other customer service functions comply with Sections I-IV of this Order. These steps shall include adequate monitoring of sales presentations or other calls with Consumers, and shall also include, at a minimum, the following: (1) listening to the oral representations made by Persons engaged in sales or other customer service functions; (2) establishing a procedure for receiving and responding to Consumer complaints; and (3) ascertaining the number and nature of Consumer complaints regarding transactions in which each employee or independent contractor is involved;

B. Failing promptly to investigate fully any Consumer complaint received by any business to which this Section applies; and

C. Failing to take adequate corrective action with respect to any employee or independent contractor whom such Defendant determines is not complying with this Order. This

corrective action may include training, disciplining, and/or terminating such employee or independent contractor.

## IX.

### COMPLIANCE MONITORING

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

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

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

1. obtaining discovery from any Person, without further leave of court, using the procedures prescribed by Fed. R. Civ. P. 30, 31, 33, 34, 36, and 45;

2. posing as Consumers and suppliers to Stipulating Defendants, their employees, or any other entity managed or controlled in whole or in part by them, without the necessity of identification or prior notice; and

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

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

**X.**

**COMPLIANCE REPORTING**

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

- A. For a period of five (5) years from the date of entry of this Order,
  - 1. Each of Individual Defendants Jeffrey P. Wolf and Alfred H. Wolf shall notify the Commission of the following:
    - a. Any changes in residence, mailing addresses, and telephone numbers of that Individual Defendant, within ten (10) days of the date of such change;
    - b. Any changes in employment status (including self-employment) of Individual Defendant, and any change in the ownership interest of Individual Defendant in any business entity, within ten (10) days of the date of such change. Such notice shall include the name and address of each business that Individual Defendant is affiliated with, employed by, creates or forms, or performs services for; a statement of the nature of the business; and a statement of the Individual Defendant's duties and responsibilities in connection with the business or employment; and

c. Any changes in the Individual Defendant's name or use of any aliases or fictitious names; and

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

B. One hundred eighty (180) days after the date of entry of this Order, Stipulating Defendants each shall provide a written report to the Commission, sworn to under penalty of perjury, setting forth in detail the manner and form in which they have complied and are complying with this Order. This report shall include, but not be limited to:

1. For Stipulating Defendants Jeffrey P. Wolf and Alfred H. Wolf:
  - a. The then-current residence address, mailing addresses, and telephone numbers of the Individual Defendant;

- b. The then-current employment and business addresses and telephone numbers of the Individual Defendant, a description of the business activities of each such employer or business, and the title and responsibilities of the Individual Defendant for each such employer or business; and
- c. Any other changes required to be reported under Paragraph A of this Section.

2. For all Stipulating Defendants:

- a. A copy of each acknowledgment of receipt of this Order, obtained pursuant to Section XII.D; and
- b. Any other changes required to be reported under Paragraph A of this Section.

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

Associate Director for Enforcement  
Federal Trade Commission  
600 Pennsylvania Avenue, N.W., Room NJ-2122  
Washington, D.C. 20580  
Re: *FTC v. FTN Promotions, Inc., et al.*  
Civil Action No. 8:07-cv-1279-T-30TGW (M.D. Fla. 2007)

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



**XI.**

**RECORD KEEPING PROVISIONS**

**IT IS FURTHER ORDERED** that, for a period of eight (8) years from the date of entry of this Order, for any business where (1) Stipulating Defendant Jeffrey P. Wolf or Alfred H. Wolf is the majority owner of the business or directly or indirectly manages or controls the business, and where (2) the business is engaged in, or is Assisting Others engaged in, the promotion, offering for sale, or sale of any product or service to Consumers, Stipulating Defendants, and their agents, employees, officers, corporations, and those Persons in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, are hereby restrained and enjoined from failing to create and/or retain the following records:

A. Accounting records that reflect the cost of goods or services sold, revenues generated, and the disbursement of such revenues;

B. Personnel records accurately reflecting: the name, address, and telephone number of each Person employed in any capacity by such business, including as an independent contractor; that Person's job title or position; the date upon which the Person commenced work; and the date and reason for the Person's termination, if applicable;

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

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

E. Copies of all sales scripts, training materials, advertisements, or other marketing materials; and

F. All records and documents necessary to demonstrate full compliance with each provision of this Order, including, but not limited to, copies of acknowledgments of receipt of this Order, required by Section XII.D, and all reports submitted to the FTC pursuant to Section X.

## **XII.**

### **DISTRIBUTION OF ORDER**

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

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

B. **Stipulating Defendant Jeffrey P. Wolf or Alfred H. Wolf as Control Person:** For any business that Stipulating Defendant Jeffrey P. Wolf or Alfred H. Wolf controls, directly or indirectly, or in which such Defendant has a majority ownership interest, such Defendant must deliver a copy of this Order to all principals, officers, directors, and managers of that business. Such Defendant must also deliver copies of this Order to all employees, agents, and representatives of that business who engage in conduct related to the subject matter of the Order. For current personnel, delivery shall be within five (5) days of service of this Order upon such Defendant. For new

personnel, delivery shall occur prior to them assuming their responsibilities.

C. **Stipulating Defendant Jeffrey P. Wolf or Alfred H. Wolf as Employee or Non-Control Person:** For any business where Stipulating Defendant Jeffrey P. Wolf or Alfred H. Wolf is not a controlling person of a business but otherwise engages in conduct related to the subject matter of this Order, such Defendant must deliver a copy of this Order to all principals and managers of such business before engaging in such conduct; and

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

### XIII.

#### ACKNOWLEDGMENT OF RECEIPT OF ORDER

**IT IS FURTHER ORDERED** that each Stipulating Defendant, within five (5) business days of receipt of this Order as entered by the Court, must submit to the Commission a truthful sworn statement, in the form shown on **Attachment A** to this Order, acknowledging receipt of this Order.

### XIV.

#### DISSOLUTION OF ASSET FREEZE

**IT IS FURTHER ORDERED** that the freeze on the Assets of Stipulating Defendants shall remain in effect until the Stipulating Defendants have taken all the actions required by Section V above, *provided, however*, that Stipulating Defendants, with the express written consent of counsel for the Commission, may transfer funds to the extent necessary to make all payments required by Section V. Once Stipulating Defendants have fully complied with the requirements of Section V,

the freeze against the Assets of Stipulating Defendants shall be lifted permanently. A financial institution shall be entitled to rely upon a letter from Plaintiff stating that the freeze on the Assets of Stipulating Defendants has been lifted.

**XV.**

**COMPLETION OF RECEIVERSHIP**

**IT IS FURTHER ORDERED** that the receivership imposed over Stipulating Defendant JPW Consultants, Inc., by this Court's Preliminary Injunction Order entered on February 11, 2008 (Doc. 194), shall terminate with respect to JPW Consultants, Inc. only, once Stipulating Defendants have fully complied with the requirements of Section V of this Order, and the freeze against the Assets of Stipulating Defendants has been lifted permanently.

**XVI.**

**SEVERABILITY**

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

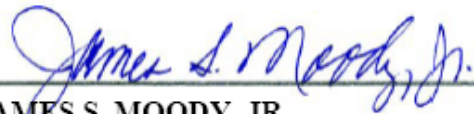
**IT IS THEREFORE ORDERED AND ADJUDGED** that:

1. The Joint Motion of Plaintiff and Defendants JPW Consultants, Inc., Jeffrey P. Wolf, and Alfred H. Wolf for Entry of Stipulated Order for Permanent Injunction and Final Judgment Against Defendants JPW Consultants, Inc., Jeffrey P. Wolf, and Alfred H. Wolf (Dkt. #277) is **GRANTED**.
2. The Clerk is directed to enter **JUDGMENT** in favor of Plaintiff and against Defendants Jeffrey P. Wolf and JPW Consultants, Inc., jointly and severally, in the

amount of **\$60,000,000.00**.

3. The Clerk is also directed to enter **JUDGMENT** in favor of Plaintiff and against Defendant Alfred H. Wolf in the amount of **\$115,000,000.00**.

**DONE** and **ORDERED** in Tampa, Florida on December 30, 2008.

  
\_\_\_\_\_  
**JAMES S. MOODY, JR.**  
**UNITED STATES DISTRICT JUDGE**

Copies furnished to:  
Counsel/Parties of record

S:\Odd\2007\07-cv-1279\Jeffrey Alfred Final Order 277.frm

ATTACHMENT A

UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

_____	)	
FEDERAL TRADE COMMISSION,	)	Civ. No. 8:07-cv-1279-T-30TGW
	)	
Plaintiff,	)	
	)	
v.	)	<b>AFFIDAVIT ATTESTING TO</b>
	)	<b>RECEIPT OF STIPULATED</b>
FTN PROMOTIONS, INC., a Florida	)	<b>ORDER FOR PERMANENT</b>
corporation, dba Suntasia Inc., Suntasia	)	<b>INJUNCTION AND FINAL</b>
Marketing, Inc., and Capital Vacations, <i>et al.</i> ,	)	<b>JUDGMENT</b>
	)	
Defendants.	)	
_____	)	

\_\_\_\_\_, being duly sworn, hereby states and affirms as follows:

1. My name is \_\_\_\_\_. My current residence address is \_\_\_\_\_ I am a citizen of the United States and am over the age of eighteen. I have personal knowledge of the facts set forth in this Affidavit.

2. I am a Defendant in *FTC v. FTN Promotions, Inc., et al.*, (United States District Court for the Middle District of Florida, Case Number 8:07-cv-1279-T-30TGW).

3. On \_\_\_\_\_ [date], I received a copy of the Stipulated Order for Permanent Injunction and Final Judgment Against Defendants FTN Promotions, Inc., Guardian

Marketing Services, Corp., Strategia Marketing, LLC, Co-Compliance, LLC, Bay Pines Travel, Inc.,  
Suntasia Properties, Inc., Bryon W. Wolf, and Roy A. Eliasson, signed by the Honorable James S.  
Moody, Jr., and entered by the Court on \_\_\_\_\_ [date of entry of Order]. A true  
and correct copy of the Order I received is appended to this Affidavit.

I declare under penalty of perjury under the laws of the United States that the foregoing is  
true and correct. Executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city  
and state].

\_\_\_\_\_  
[Signature of Defendant]

\_\_\_\_\_  
[Print Full Name]

State of \_\_\_\_\_, City of \_\_\_\_\_

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

\_\_\_\_\_