

- c. All rights to seek judicial review or otherwise to challenge or contest the validity of the order entered pursuant to this agreement.
4. This agreement shall not become part of the public record of the proceeding unless and until it is accepted by the Commission. If this agreement is accepted by the Commission, the Commission will issue and serve its complaint (in such form as the circumstances may require) and decision in disposition of the proceeding.
5. This agreement is for settlement purposes only and proposed respondent denies that the law has been violated as alleged in the draft complaint, and that the facts as alleged in the draft complaint, other than the jurisdictional facts, are true.
6. This agreement contemplates that, if it is accepted by the Commission, the Commission may, without further notice to proposed respondent, (1) issue its complaint corresponding in form and substance with the attached draft complaint and its decision containing the following order in disposition of the proceeding, and (2) make information about it public. When so entered, the order shall have the same force and effect and may be altered, modified, or set aside in the same manner and within the same time provided by statute for other orders. The order shall become final upon service. Delivery of the complaint and the decision and order to proposed respondent's address as stated in this agreement by any means specified in Section 4.4(a) of the Commission's Rules shall constitute service. Proposed respondent waives any right it may have to any other manner of service. The complaint may be used in construing the terms of the order. No agreement, understanding, representation, or interpretation not contained in the order or in the agreement may be used to vary or contradict the terms of the order.
7. Proposed respondent has read the draft complaint and consent order.

ORDER

DEFINITIONS

1. Unless otherwise specified, "respondent" shall mean Pinnacle Marketing Group, Corp. d/b/a Homeeverything.com and its successors and assigns.

I.

IT IS ORDERED that, within five days from the date of the issuance of this order, respondent shall pay, pursuant to 42 U.S.C. § 6303(a) and FTC Rules of Practice, 16 C.F.R. §§ 1.97-1.98, a civil penalty in the amount of \$100,000. Respondent shall make this payment by electronic fund transfer to the Treasurer of the United States, pursuant to a procedure to be specified by Commission staff in writing. In the event of default, respondent shall be liable for interest calculated in accordance with 28 U.S.C. § 1961.

Signed this _____ day of August, 2010

Pinnacle Marketing Group, Corp.
d/b/a Homeeverything.com

By: _____
Albert Esses, President
Pinnacle Marketing Group, Corp.

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APPROVED:

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Associate Director for Enforcement
Bureau of Consumer Protection

DAVID C. VLADECK
Director
Bureau of Consumer Protection