

Regulation Rule entitled “Telemarketing Sales Rule” (“TSR”), 16 C.F.R. Part 310.

Defendants FTN Promotions, Inc., Guardian Marketing Services, Corp., Strategia Marketing, LLC, Co-Compliance, LLC, JPW Consultants, Inc., Bay Pines Travel, Inc., Suntasia Properties, Inc., Bryon W. Wolf, and Roy A. Eliasson (“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 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 (“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 Defendants 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; Bay Pines Travel, Inc.; Suntasia Properties, Inc.; Bryon W. Wolf; and Roy A. Eliasson, 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.

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

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 transaction. The disclosure shall be presented in a clear and conspicuous manner for

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," "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 Material 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, 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

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, have been complied with;
3. The recording must include the entirety of the Stipulating Defendant's 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, 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, *provided, however*, that this provision shall not apply to the disclosure or receipt of a customer's or donor's billing information to process a payment for goods or services or a charitable contribution pursuant to a transaction.

V.

MONETARY JUDGMENT

IT IS FURTHER ORDERED that Judgment is hereby entered in favor of the Commission and against Stipulating Defendants, jointly and severally, for equitable monetary relief, including, but not limited to, consumer redress, in the amount of One Hundred Seventy-One Million, Nine Hundred Forty-Three Thousand, Seven Hundred Seventy-One Dollars (\$171,943,771.00), the total amount of consumer injury caused by the activities alleged in the Commission's Complaint; *provided, however*, that the Judgment for equitable monetary relief shall be suspended upon the satisfaction of the obligations imposed by Subsections A through H, and Subsection O of this Section, and subject to the conditions set forth in Section VI of this Order.

A. Stipulating Defendants, jointly and severally, shall pay to the Commission the sum of \$11,254,334.89 in equitable monetary relief, including, but not limited to, consumer redress and/or disgorgement, within five (5) days of the date of entry of this Order. Payment shall be made to the Commission by wire transfer in accordance with directions provided by the Commission, or by certified check or other guaranteed funds payable to and delivered to the Commission.

B. The Receiver, with the consent of Stipulating Defendants, is hereby directed and authorized to market and sell the business premises located at 8751 Ulmerton Road, Largo, Florida

("Business Property"), as described more fully in **Attachment A** to this Order. Stipulating Defendants shall cooperate fully with the Receiver and take such other steps as the Receiver may require to transfer all dominion, control, and legal and equitable title to the Business Property, including executing any documents, providing any necessary information, and paying appropriate costs or fees, as the Receiver may reasonably request consistent with the terms of this Order. Stipulating Defendants shall not interfere in any way with the Receiver's efforts to market and sell the Business Property, including, but not limited to, interfering with the Receiver's efforts to show the Business Property to prospective purchasers or brokers. Stipulating Defendants shall continue to occupy the Business Property for a period of one (1) year from the date on which all Stipulating Defendants sign this Order, or until the Business Property is sold, whichever shall occur first. Stipulating Defendants are directed, using their own funds, to remain current on all amounts due and payable on the Business Property, including, but not limited to, mortgage, tax, maintenance, and similar fees that are incurred during the period commencing with the date on which all Stipulating Defendants sign this Order and ending with the date that Stipulating Defendants vacate the Business Property. Stipulating Defendants shall not be liable, however, for any taxes that have accrued on the Business Property prior to the date on which all Stipulating Defendants sign this Order, which shall be the obligation of the Receiver. Stipulating Defendants represent that there have been no additions to the existing liens or encumbrances on the Business Property since July 23, 2007, nor shall Stipulating Defendants add any liens or encumbrances on the Business Property. To the extent that Stipulating Defendants are occupying the Business Property at the time it is sold, Stipulating Defendants shall be given sixty-days notice to vacate the Business Property, at which time they will be responsible, at their own expense, for removing all remaining contents of the Business Property,

including, but not limited to, removing all documents, furniture, computers, and any other property the Receiver directs Stipulating Defendants to remove. Defendants Bryon W. Wolf, Roy A. Eliasson, and Alfred H. Wolf shall be responsible for all income taxes resulting from the sale of the Business Property. Stipulating Defendants hereby forever waive, release, discharge and disclaim all right, title and interest in the Business Property described in this sub-Paragraph.

C. Defendants Bryon W. Wolf and Roy A. Eliasson shall satisfy the \$12,000 deficiency owed under Paragraph 4 of the Stipulation Regard

brokers upon receiving two hours notice. Defendant Eliasson shall take all steps necessary to ensure that the Residence and its systems are maintained in good working order and that all insurance, taxes and fees are timely paid. Defendant Eliasson represents that there are no liens or encumbrances on the Residence, nor shall Defendant Eliasson add any liens or encumbrances on the Residence. Defendant Eliasson shall allow any existing lease agreement on the Residence to expire according to its terms, at which time Defendant Eliasson shall not enter into any new agreements to lease the Residence. Defendant Eliasson shall have the right to occupy the Residence until such time as a sale is effected and shall vacate the Residence thirty days after notice is given by the Receiver. Defendant Eliasson, shall be responsible for all income taxes assessed against him resulting from the sale of the Residence. Defendant Eliasson expressly agrees that the Residence is not homestead property, and further hereby forever waives, releases, discharges and disclaims all right, title and interest in the Residence described in this sub-Paragraph.

E. Immediately upon entry of this Order, Defendant Bryon W. Wolf shall deliver possession to the Receiver of his two 2003 Honda Jet Skis, his 2003 Ranger Cayman Flats Boat, and his 2004 Harley Davidson motorcycle (collectively, "the Personal Property"), as described more fully in **Attachment A** to this Order, and shall take all steps necessary to assist the Receiver in the sale of the Personal Property, including, but not limited to, ensuring that the Personal Property is maintained in its same condition as of the date of Defendant B. Wolf's signature on this Order, and that all insurance, taxes and fees are timely paid. Except for the storage fees that have been disclosed and that are the responsibility of Defendant B. Wolf, B. Wolf represents that there are no liens or encumbrances on the Personal Property, and he shall not add any encumbrances on the Personal Property after transferring possession to the Receiver. Defendant B. Wolf shall be

responsible for all taxes and fees assessed against him resulting from the sale of the Personal Property. Defendant B. Wolf hereby forever waives, releases, discharges and disclaims all right, title and interest in the Personal Property described in this sub-Paragraph.

F. Immediately upon entry of this Order, Defendant Bryon W. Wolf shall transfer his seventeen percent ownership interest in the residence located at 8215 Wallen Lane, Rapid City, Michigan 49676 (“Michigan residence”), as described more fully in **Attachment A** to this Order, to his mother, Shirley K. Wolf. Defendant B. Wolf shall provide written proof of such transfer, in a form acceptable to the Commission, within five (5) days of the transfer. Defendant B. Wolf shall pay \$150,000, which represents the consideration for the transfer of his ownership interest in the Michigan residence, to the Commission within five (5) days of the date of entry of this Order. Payment shall be made to the Commission by wire transfer in accordance with directions provided by the Commission, or by certified check or other guaranteed funds payable to and delivered to the Commission.

G. Immediately upon entry of this Order, Defendant Roy A. Eliasson shall transfer title to the residence located at 2893 Webley Drive, Clearwater, Florida, as described more fully in **Attachment A** to this Order, to his mother, Jessie Campbell. Defendant Eliasson shall provide written proof of such transfer, in a form acceptable to the Commission, within five (5) days of the transfer. Defendant Eliasson shall receive no consideration, cash or otherwise, for the transfer of title to his mother, Jessie Campbell.

H. Immediately upon entry of this Order, Defendant Bryon W. Wolf shall transfer his fifty percent ownership interest in the residence located at 6100 Gulfport Boulevard, Unit 109A, Gulfport, Florida 33707, as described more fully in **Attachment A** to this Order, to his in-laws,

Charles and Elaine McEvoy. Defendant B. Wolf shall provide written proof of such transfer, in a form acceptable to the Commission, within five (5) days of the transfer. Defendant B. Wolf shall receive no consideration, cash or otherwise, for the transfer of his interest to his in-laws, Charles and Elaine McEvoy.

I. 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.

J. 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;

K. 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.

L. 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. Defendants Bryon W. Wolf and Roy A. Eliasson 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.

M. 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).

N. 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.

O. To the extent allowable by the Internal Revenue Service and the taxing authorities of any relevant states, Stipulating Defendants shall file tax returns and/or amended tax returns that take all deductions and other tax benefits which are legally available to them, including net operating loss carrybacks, resulting from payments transferred to the qualified settlement fund provided for in Section XV.A.1 below, or to the Commission toward satisfaction of Stipulating Defendants' obligations under this Section V, *except that* they may not take any net operating loss carryforwards resulting from such payments. To the extent that Defendants B. Wolf and/or Eliasson receives one or more tax refunds as a result of taking the aforementioned payments as a deduction on the tax returns of any Stipulating Defendant, then all such refunds shall be paid to the Commission, within five (5) days of their receipt, by wire transfer in accordance with directions provided by the Commission, or by certified check or other guaranteed funds payable to and delivered to the Commission, with the following exception: The refund due to the FTC may be reduced to the extent that: (a) Defendants incur taxes on fixed asset transfers to a qualified settlement fund or to the Commission made pursuant to Section V; and (b) those taxes are not completely offset by tax

savings resulting from Defendants' business operating losses for tax year 2008 exclusive of payments to a qualified settlement fund or to the Commission under this Section V.

The Commission has previously released frozen funds to Defendants Bryon W. Wolf and Roy A. Eliasson in an amount estimated by them to be necessary to satisfy their 2007 federal and state income tax liabilities. Upon the completion of their final 2007 federal and state income tax returns, if either Defendant B. Wolf or Defendant R. Eliasson, or both of them, are eligible for a refund of 2007 federal and/or state taxes, they shall apply for such refund, and all such refunds shall be paid to the Commission, within five (5) days of their receipt, by wire transfer in accordance with directions provided by the Commission, or by certified check or other guaranteed funds payable to and delivered to the Commission.

In connection with the foregoing tax provisions, Stipulating Defendants shall: (a) engage an accounting firm approved by the FTC to prepare their tax returns and any amended returns in accordance with applicable federal and state tax laws, rules, and regulations; (b) allow such accounting firm to discuss their tax returns with the FTC; (c) file their returns no later than 30 days after receiving all information necessary for the completion of such returns; (d) notify the FTC immediately of the receipt of any refunds received for tax years 2006, 2007, 2008 and 2009; and (e) deliver copies of all returns (including any subsequently filed amended returns) filed for the 2006, 2007, 2008, and 2009 (if payments made under this Order are not made until 2009) tax years to the Commission at the same time they are submitted to the federal or state tax authority, to: Regional Director, Federal Trade Commission, Midwest Region, 55 West Monroe Street, m435 i2 T50esd;t

that Defendant will complete, date, sign, and submit to the Internal Revenue Service, along with the IRS fee, an IRS Form 4506 directing that a copy of Defendant's federal tax return and any amended returns for tax years 2006, 2007, 2008 and 2009 be sent to the Commission at the above address. The Commission may make such request(s) within sixty (60) days after the last date for filing an amended federal tax return for tax years 2006, 2007, 2008 and 2009.

P. 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 the

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, 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 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 nothing herein shall be deemed to preclude the transfer or disclosure of such Person's name, address, or telephone number by Stipulating Defendants to their agents in the United States as may be necessary: (I) for the sole purpose of marketing Stipulating Defendants' own products or services to such Persons; or (ii) for the sole purpose of obtaining such Person's express authorization pursuant to Section III of this Order. Stipulating Defendants shall distribute this Order to such agents and obtain a signed acknowledgment

IX.

COMPLIANCE MONITORING

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

A. Within fifteen (15) 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 Bryon W. Wolf and Roy A. Eliasson 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 Individual Defendants Bryon W. Wolf and Roy A. Eliasson:
 - 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 Bryon W. Wolf or Roy A. Eliasson 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 Defendants:** Stipulating Defendants FTN Promotions, Inc., Guardian Marketing Services, Corp., Strategia Marketing, LLC, Co-Compliance, LLC, Bay Pines Travel, Inc., and Suntasia Properties, Inc. must deliver a copy of this Order to all of their principals, officers, directors, and managers. Such Defendants also must deliver copies of this Order to all of their employees, agents, and representatives who engage in conduct related to the subject matter of the Order. Solely for purposes of distributing copies of this Order to all of their employees, agents, and representatives who engage in conduct related to the subject matter of the Order, such Defendants may redact the following portions of the Order: Sections V (Monetary Judgment), VI (Right to Reopen), XIV (Dissolution of Asset Freeze), and XV (Completion of Receivership). 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 Bryon W. Wolf or Roy A. Eliasson as Control Person:** For any business that Stipulating Defendant Bryon W. Wolf or Roy A. Eliasson 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. Solely for purposes of

distributing copies of this Order to all of their employees, agents, and representatives who engage in conduct related to the subject matter of the Order, such Defendants may redact the following portions of the Order: Sections V (Monetary Judgment), VI (Right to Reopen), XIV (Dissolution of Asset Freeze), and XV (Completion of Receivership). 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 Bryon W. Wolf or Roy A. Eliasson as Employee or Non-Control Person: For any business where Stipulating Defendant Bryon W. Wolf or Roy A. Eliasson is not a controlling person of a business but otherwise supervises or engages in, or assists others engaged in, telemarketing, or conduct related to the marketing of any product or service pursuant to an offer or agreement with a Negative Option Feature, such Defendant must deliver a copy of this Order to all principals and managers of such business before engaging in such conduct. Solely for purposes of distributing copies of this Order to all of their principals and managers as required by this Paragraph, suchhfe-5.4(hdants m)8.76a

(Monetary Judgment, Right to Reopen),]TJ19.41 T TD.027 Tw[(t XIV (Dssolu-6.3(u).4.t

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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 B** 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 by this Court's Preliminary Injunction Order entered on February 11, 2008 (Doc. 194), shall continue, in full force and effect, including all provisions of Section VII of that Preliminary Injunction Order, as to Stipulating Defendant Suntasia Properties, Inc., only, as modified herein. Stipulating Defendants represent that

Suntasia Properties, Inc., has elected and received S-Corporation status from the Internal Revenue Service under 26 U.S.C. § 1361. Suntasia Properties, Inc. shall continue to maintain that status for the duration of the receivership. The receivership estate of Suntasia Properties, Inc., shall include all Assets of that entity, as well as the remaining liquid Assets of the other Receivership Defendants, as those defendants are defined by the Preliminary Injunction Order.

A. The Receiver is further directed to accomplish the following:

1. Perform all acts necessary to protect, conserve, preserve, and prevent waste or dissipation of the assets described in Sections V.B, D, and E of this Order (“Liquidation Assets”) until their sale. The Receiver will transfer the Assets of the receivership estate, including the assets to be transferred pursuant to this Order, to a Qualified Settlement Fund (“QSF”). The receivership estate shall be taxed as a QSF as provided in Internal Revenue Code Section 468B and Treasury Regulation Section 1.468B-1;
2. Sell the Liquidation Assets without further order of the Court;
3. Enter into agreements in connection with the reasonable and necessary performance of the Receiver’s duties to sell the Liquidation Assets, including, but not limited to, the retention of assistants, agents, or other professionals to assist in the sale of the Liquidation Assets;
4. Prepare and submit periodic reports, as necessary, to qTP

5. Distribute to the Commission, without further order of the Court, the funds received from the sale of the Liquidation Assets, less the Receiver's fees, recording fees or other fees resulting from the sale of the Liquidation Assets, and reasonable costs required by the duties enumerated in this Order and for all duties performed pursuant to the Preliminary Injunction Order. The Receiver's fees, recording fees or other fees resulting from the sale of the Liquidation Assets and such aforementioned reasonable costs shall be paid from the proceeds of the sale of the Liquidation Assets, without further order of the Court but subject to agreement with the Commission, and such agreement shall not be unreasonably withheld. To the extent that the receivership estate of Suntasia Properties, Inc., has any remaining liquid Assets at the conclusion of the Receiver's duties, those Assets shall be distributed to the Commission without further order of the Court; and
6. Cooperate with, coordinate with, and turn over to Stipulating Defendants 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; and Bay Pines Travel, Inc., the books, records, and other remaining non-liquid Assets of such Defendants. Those Defendants themselves shall be responsible for all debts they incurred prior to the Receiver's appointment on July 23, 2007, but not those debts incurred by the Receiver during the Receiver's appointment.

B. In addition to the Receiver's right to be paid as provided by Section XV.A above, the Receiver is entitled to reasonable compensation for the performance of its duties pursuant to this Order and for all duties performed pursuant to the Preliminary Injunction Order from the existing Assets of the receivership estate and from the proceeds of sale of the Liquidation Assets, without further order of the Court but subject to agreement with the Commission, and such agreement shall not be unreasonably withheld.

C. Upon the final transfer of funds to the Commission pursuant to this Section and Section V, the duties of the Receiver shall terminate.

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 the Strategia Defendants for Entry of 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 Wolf, and Roy A. Eliasson (Dkt. #276) is **GRANTED**.
2. The Clerk is directed to enter **JUDGMENT** in favor of Plaintiff and against Defendants FTN Promotions, Inc., Guardian Marketing Services, Corp., Strategia Marketing, LLC, Co-Compliance, LLC, Bay Pines Travel, Inc., Suntasia Properties,

Inc., Bryon Wolf, and Roy A. Eliasson, jointly and severally, in the amount of
\$171,943,771.00.

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



Copies furnished to:
Counsel/Parties of Record

S:\Odd\2007\07-cv-1279.Strategia Def Final Order Court 276.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.)	PROPERTY SCHEDULE
)	
FTN PROMOTIONS, INC., a Florida)	
corporation, dba Suntasia Inc., Suntasia)	
Marketing, Inc., and Capital Vacations, <i>et al.</i> ,)	
)	
Defendants.)	
)	

The following are the property descriptions referred to in Section V (Monetary Judgment) 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:

A. The Business Property referred to in Section V.B includes the real property, together with the structures, improvements, appurtenances, hereditaments, and other rights appertaining or belonging thereto, situated at 8751 Ulmerton Road, Largo, Florida, 33771, titled to Suntasia Properties, Inc., also known as Parcel Number 01-30-15-01431-000-0010; the legal description of which is Architectural Design Center, Lot 1, as recorded in Plat Book 127, Page 84, Pinellas County, Florida;

B. The Residence referred to in Section V.D includes the real property, together with the dwelling house, other structures, improvements, appurtenances, hereditaments, and other rights appertaining or belonging thereto, situated at 3006 Longbrooke Way, Clearwater, Florida 33760, also known as Parcel Number 28/29/16/52796/000/0020; the legal description of which is Plat Book 0096/0074, Subdivision 52796 Longbrooke Unit, Lot 0020, Block 000;

C. The Personal Property referred to in Section V.E includes:

1. Two 2003 Honda Jet Skis titled to Bryon Ward Wolf, with identification numbers HPSC0884J103 and HPSC0888J103, and Florida title numbers 88536869 and 88540163;
2. 2003 Ranger Cayman Flats Boat titled to Clyde Rudolph Alstrom, with identification number RNG4M301A303, Florida vessel registration number FL9396ML; and
3. 2004 Harley Davidson motorcycle titled to Bryon Ward Wolf, with identification number 1HD1PHD1X4Y950048, Florida title number 89176149, and tag registration number 02454L;

D. The Michigan residence referred to in Section V.F includes the real property, together with the dwelling house, other structures, improvements, appurtenances, hereditaments, and other

rights in the general common elements and the limited common elements as shown on the Master Deed and as described in Act 59 of the Public Acts of 1978, as amended;

E. The residence referred to in Section V.G includes the real property, together with the dwelling house, other structures, improvements, appurtenances, hereditaments, and other rights appertaining or belonging thereto, situated at 2893 Webley Drive, Clearwater, Florida, also known as Parcel Number 36/29/15/23868/000/1300; the legal description of which is 2893 Webley Dr. East Bay Estates lot 130; and

F. The residence referred to in Section V.H includes the real property, together with the dwelling house, other structures, improvements, appurtenances, hereditaments, and other rights appertaining or belonging thereto, situated at 6100 Gulfport Boulevard, Unit 109A, Gulfport, Florida 33707, also known as Legal Parcel Number 29/31/16/31961/000/1090.

ATTACHMENT B

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

FEDERAL TRADE COMMISSION,)
)
)
 Plaintiff,)
)
)
 v.)
)
)
 FTN PROMOTIONS, INC., a Florida)
 corporation TD-.0it_ b[365()-3r0002 Tc-.00a79.(cor a-.00a79.(cor a-.00a79.(cor)-100026150it_ b[365

ct0 Tw.000N

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].

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