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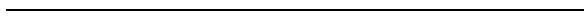
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1 16 C.F.R. Part 310, in the operation of a telemarketing scheme offering consumers
2 purported money-making opportunities.

3 3. Settling Defendant neither admits nor denies the allegations in the
4 Complaint.

5 4. Settling Defendant waives any claim that she may have under the Equal
6 Access to Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this action
7 through the date of this Order, and agrees to bear her own costs and attorney fees.

8 5. Settling Defendant and the Commission waive all rights to appeal or
9 otherwise challenge or contest the validity of this Order.

10 **DEFINITIONS**

11 1. **“Assists” or “assisting”** includes, but is not limited to: (a) performing
12 customer service functions, including receiving or responding to consumer complaints;
13 (b) formulating or providing, or arranging for the formulation or provision of, (i) any
14 advertising or marketing material, including but not limited to any telephone sales script;
15 or (ii) advertising or marketing services; (c) providing names of, or assisting in the
16 generation of, potential customers; (d) advising on, arranging for, or brokering consumer
17 payment processing services; or (e) establishing corporate entities.

18 2. **“Business Opportunity”** means a commercial arrangement in which: (a) a
19 seller solicits a prospective purchaser to enter into a new business; and (b) the prospective
20 purchaser makes a required payment; and (c) the seller, expressly or by implication,
21 orally or in writing, represents that the seller or one or more designated persons will: (i)
22 provide locations for the use or operation of equipment, displays, vending machines, or
23 similar devices, owned, leased, controlled, or paid for by the purchaser; or (ii) provide
24 outlets, accounts, or customers, including, but not limited to internet outlets, accounts, or
25 customers, for the purchaser’s goods or services; or (iii) buy back any or all of the goods
26 or services that the purchaser makes, produces, fabricates, grows, breeds, modifies, or
27 provides, including but not limited to providing payment for such services as, for
28 example, stuffing envelopes from the purchaser’s home.

1 3. **“Corporate Defendants”** means Blue Saguaro Marketing, LLC;
2 Marketing Ways.com, LLC; Max Results Marketing, LLC; Oro Canyon Marketing II,
3 LLC; Paramount Business Services, LLC, individually, collectively, and in any
4 combination doing business as Amazon Associates, Amazon Associates Program,
5 Amazon Affiliates, Amazon Affiliate Program, Gera Grant, Grant Strategy Solutions,
6 GSS, Grant Assistance Center, Grant Babylon, Hydra Grant, Cenex Worldwide, Grant(s)
7 Community United, Paramount Business Resources, and their successors and assigns.

8 4. **“Defendants”** means Corporate Defendants, Settling Defendant, Carl E.
9 Morris, Jr., and Stacey A. Vela, individually, collectively, or in any combination.

10 5. **“Designated person”** means any person, other than the seller, whose goods
11 or services the seller suggests, recommends, or requires that the purchaser use in
12 establishing a new business.

13 6. **“Document”** is synonymous in meaning and equal in scope to the usage of
14 the term in Federal Rule of Civil Procedure 34(a), and includes writing, drawings, graphs,
15 charts, photographs, sound and video recordings, images, Internet sites, Web pages, Web
16 sites, electronic correspondence, including e-mail and instant messages, contracts,
17 accounting data, advertisements (including advertisements placed on the World Wide
18 Web), FTP Logs, Server Access Logs, USENET Newsgroup postings, World Wide Web
19 pages, books, written or printed records, handwritten notes, telephone logs, telephone
20 scripts, receipt books, ledgers, personal and business canceled checks and check registers,
21 bank statements, appointment books, computer records, and any other electronically
22 stored information, and other data or data compilations from which information can be
23 obtained directly or, if necessary, after translation into a reasonably usable form. A draft
24 or non-identical copy is a separate document within the meaning of the term.

25 7. **“FTC”** or **“Commission”** means the Federal Trade Commission.

26 8. **“Grant Product or Service”** means any product or service, including a
27 plan or program, that is represented, expressly or by implication, to assist a consumer in
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1 **ORDER**

2 **I.**

3 **BAN ON TELEMARKETING**

4 **IT IS THEREFORE ORDERED** that Settling Defendant is **hereby**
5 **permanently restrained and enjoined** from engaging in telemarketing or assisting
6 others to engage in telemarketing, whether directly or through an intermediary.

7 **II.**

8 **BAN ON MARKETING AND SALE OF BUSINESS OPPORTUNITIES, GRANT**
9 **PRODUCTS AND SERVICES, AND RELATED PRODUCTS AND SERVICES**

10 **IT IS FURTHER ORDERED** that Settling Defendant, whether acting directly or
11 through an intermediary, is **hereby permanently restrained and enjoined** from:

12 A. Advertising, marketing, promoting, offering for sale, or selling, or assisting
13 in the advertising, marketing, promoting, offering for sale, or selling, of any Business
14 Opportunities, Grant Products or Services, or any Related Products or Services; and

15 B. Providing, or assisting in providing, any Related Products or Services.

16 **III.**

17 **PROHIBITION ON MISREPRESENTATIONS**

18 **IT IS FURTHER ORDERED** that Settling Defendant, her agents, employees,
19 and attorneys, and all other persons in active concert or participation with any of them,
20 who receive actual notice of this Order, whether acting directly or indirectly, in
21 connection with the advertising, marketing, promoting, offering for sale, or selling of any
22 product, service, plan, or program, are **permanently restrained and enjoined** from
23 misrepresenting, or assisting others in misrepresenting, expressly or by implication:

24 A. That a person is, or represents, Amazon or any other on-line merchant;

25 B. That consumers who purchase websites or advertising packages will earn,
26 or are likely to earn, any specified level of income;

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1 D. Settling Defendant acknowledges that her Taxpayer Identification Numbers
2 (Social Security Numbers or Employer Identification Numbers), which Settling
3 Defendant previously submitted to the Commission may be used for collecting and
4 reporting on any delinquent amount arising out of this Order, in accordance with 31
5 U.S.C. §7701.

6 E. All money paid to the Commission pursuant to this Order may be deposited
7 into a fund administered by the Commission or its designee to be used for equitable
8 relief, including consumer redress and any attendant expenses for the administration of
9 any redress fund. If a representative of the Commission decides that direct redress to
10 consumers is wholly or partially impracticable or money remains after redress is
11 completed, the Commission may apply any remaining money for such other equitable
12 relief (including consumer information remedies) as it determines to be reasonably
13 related to Settling Defendants' practices alleged in the Complaint. Any money not used
14 for such equitable relief is to be deposited to the U.S. Treasury as disgorgement. Settling
15 Defendant has no right to challenge any actions the Commission or its representatives
16 may take pursuant to this subsection.

17 **VI.**

18 **LIFTING OF ASSET FREEZE**

19 **IT IS FURTHER ORDERED** that the asset freeze set forth in the Stipulated
20 Preliminary Injunction (Dkt. 63
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