

v.

**TROTHSOLUTIONS INC., et al.,**

**Defendants.**

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**Case No.:**

## DEFINITIONS

For the purpose of this Injunction, the following definitions shall apply:

1.       **“Corporate Defendant(s)”**               Trothsolutions Inc., Trothsolutions, LLC, Quickkonto LLC, Crazy Bee Man of Palm Beach Inc., Edoorways International Corp., and Airoways LLC, their successors and assigns, as well as any subsidiaries, affiliates, divisions, or sales or customer service operations, and any fictitious business entities or business names created or used by these entities, and also includes Trothav Inc., Online System Care Inc., and Trothsolutions Tech LLC., and their successors and assigns.

2.       **Defendant(s)**

**SECTION I: BAN ON TECH SUPPORT PRODUCTS AND SERVICES**

It is **ORDERED** that Default Defendants are permanently restrained and enjoined from:

- A. Advertising, marketing, promoting, offering for sale, selling, or providing any Tech Support Product or Service;
- B. Assisting or providing consulting services for others engaged in, or receiving any proceeds from, advertising, marketing, promoting, offering for sale, selling, or providing any Tech Support Product or Service; and
- C. Owning, controlling, or serving as an officer, director, or manager of any business entity advertising, marketing, promoting, offering for sale, selling, providing, or assisting or providing consulting services for others engaged in, advertising, marketing, promoting, offering for sale, selling, or providing, any Tech Support Product or Service.

**SECTION II: PROHIBITION AGAINST DECEPTIVE TELEMARKETING**

It is further **ORDERED** that Default Defendants, their officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them who receive actual notice of this Injunction, whether acting directly or indirectly, in connection with the Telemarketing of any product or service, are permanently restrained and enjoined from:

- A. Making a false or misleading statement to induce any person to pay for goods or services or to induce a charitable contribution; or
- B. Violating the Telemarketing Sales Rule, 16 C.F.R. Part 310.

**SECTION III: PROHIBITION AGAINST MISREPRESENTATIONS**

It is further **ORDERED** that Default Defendants, their officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Injunction, whether acting directly or indirectly, in connection with the

advertising, marketing, promoting, offering for sale, sale, or selling of any good or service, are permanently restrained and enjoined from misrepresenting, or assisting others in misrepresenting, expressly or by implication:

A. That Default Defendants

the Complaint). Such payment must be made within seven



As to the information in the custody of the Defendant, the Court orders that the Defendant shall, within 30 days after receipt of written direction to do so from a representative of the Plaintiffs.

*Provided, however,* that customer information need not be destroyed, and may be disclosed, to the extent requested by a government agency or required by law, regulation, or court order.

**SECTION VIII: COOPERATION WITH THE RECEIVER**

**IT IS FURTHER ORDERED** that Default Defendants, their officers, agents, servants, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Injunction, whether acting directly or indirectly, shall fully cooperate with and assist the Receiver. This cooperation and assistance shall include, but not be limited to, providing reasonable information directly to the Receiver and its representatives to enable the Receiver to exercise its authority and discharge its responsibilities under this

3.





D. Any submission to the Commission required by this Injunction to be sworn under penalty of perjury must be true and accurate and comply with 28 U.S.C. § 1746, such as by that the foregoing is true and correct. Executed on: \_\_\_\_\_

E. Unless otherwise directed by a Commission representative in writing, all submissions to the Commission pursuant to this Injunction must be emailed to DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to: Associate Director for Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580. The subject line must begin: *FTC v. Trothsolutions Inc., et al.* (X170034).

#### **SECTION XII: RECORDKEEPING**

It is further **ORDERED** that Default Defendants must create certain records for ten (10) years after entry of this Injunction, and retain each such record for five (5) years. Specifically, each Default Defendant, for any business that such Defendant, individually or collectively with any other Defendant, is a majority owner or controls directly or indirectly, must create and maintain the following records:

- A. Accounting records showing the revenues from all goods or services sold.
- B. Personnel records showing, for each person providing services, whether as an or position; (3) dates of service; and, (4) if applicable, the reason for termination.
- C. Records of all consumer complaints and refund requests, whether received directly or indirectly, such as through a third party, and any response.

D. All records necessary to demonstrate full compliance with each provision of this Injunction, including all submissions to the Commission.

E. A copy of each unique advertisement or other marketing material.

**SECTION XIII: COMPLIANCE MONITORING**

It is further **ORDERED** that, for the purpose of monitoring Default compliance with this Injunction:

A. Within fourteen (14) days of receipt of a written request from a representative of any Plaintiff, each Default Defendant must submit additional compliance reports or other requested information, which must be sworn under penalty of perjury; appear for depositions; and produce documents for inspection and copying. Plaintiffs are also authorized to obtain discovery, without further leave of court, using any of the procedures prescribed by Federal Rules of Civil Procedure 29, 30 (including telephonic depositions), 31, 33, 34, 36, 45, and 69.

B. For matters concerning this Injunction, Plaintiffs are authorized to communicate directly with Default Defendants. Default Defendants must permit representatives of Plaintiffs to interview any employee or other person affiliated with any Default Defendant who has agreed to such an interview. The person interviewed may have counsel present.

C. ed to communicate

construction, modification, and enforcement of this Injunction.

**DONE** and **ORDERED** this October 17, 2017.

  
R. DAVID PROCTOR  
UNITED STATES DISTRICT JUDGE