

UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF NEW YORK

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

Paul Navestad aka Paul Richard
individually and doing business
as the Cash Grant Institute,
Global Ad Agency and/or Global
Advertising Agency, and

Chintana Maspakorn aka
Christina Maspakorn
individually and doing business
as the Cash Grant Institute,
Global Ad Agency and/or Global
Advertising Agency,

Defendants.

Case No.: 09-CV-6329T

PRELIMINARY INJUNCTION

Plaintiff, the Federal Trade Commission ("Commission"), has filed a Complaint for a Permanent Injunction and Other Relief, including civil penalties, redress to consumers and disgorgement of ill-gotten gains, pursuant to Sections 5(a), 13(b) and 19(a) of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. §§ 45(a), 53(b) and 57b(a), and has moved for an *Ex Parte* Temporary Restraining Order and an order to show cause why a Preliminary Injunction should not be granted pursuant to Rule 65 of the Federal Rules of Civil Procedure, Fed. R. Civ. P. 65. This Court, having considered the Complaint, declarations, exhibits, and memorandum of law filed in support, granted the

Commission's motion and entered a Temporary Restraining Order and an Order to Show Cause against Defendants Paul Navestad and Chintana Maspakorn. After reviewing the papers and hearing the arguments of counsel, the Court makes the following findings and orders:

1. This Court has jurisdiction of the subject matter of this case and there is good cause to believe it will have jurisdiction over all parties hereto;

2. There is good cause to believe that Defendants Paul Navestad and Chintana Maspakorn have engaged and are likely to engage in acts and practices that violate Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), and the Commission's Telemarketing Sales Rule ("TSR"), 16 C.F.R. Part 310, and that the Commission is therefore likely to prevail on the merits of this action;

3. There is good cause to believe that immediate and irreparable harm will result from Defendants' ongoing violations of Section 5 of the FTC Act and the TSR unless they are restrained and enjoined by Order of this Court;

4. There is good cause to believe that immediate and irreparable damage to the Court's ability to grant effective final relief for consumers in the form of monetary restitution will occur from the sale, transfer, or other disposition or concealment by Defendants of assets or records unless Defendants are immediately restrained and enjoined by Order of this Court.

5. Therefore, in accordance with Fed. R. Civ. P. 65(b), good cause and the interests of justice require that this Order be granted.

6. Good cause exists for continuing the appointment of the Receiver for defendants' businesses previously ordered by this Court;

7. Weighing the equities and considering the Commission's likelihood of ultimate success, a Preliminary Injunction including an asset freeze, appointment of a Receiver, and other equitable relief is in the public interest; and

8. No security is required of any agency of the United States for issuance of a restraining order. Fed. R. Civ. P. 65(c).

DEFINITIONS

For purposes of the Temporary Restraining Order ("Order"), the following definitions shall apply:

1. "Abandon an outbound telephone call" means to fail, when a person answers it, to connect the call to a sales representative within two (2) seconds of the person's completed greeting.

2. "Asset" means any legal or equitable interest in, right to, or claim to, any real and personal property, including, but not limited to, chattel, goods, instruments, equipment, fixtures, general intangibles, inventory, checks, notes, leaseholds, effects, contracts, mail or other deliveries, shares of stock, interest in mutual funds, lists of consumer names, accounts, credits, premises, receivables, funds, and cash, wherever located, whether in the United States or abroad;

3. "Defendants" means Paul Navestad, aka Paul Richard, individually and doing business as the Cash Grant Institute, Global Ad Agency, Global Advertising Agency, Domain Leasing Company, Global BPO, and/or USA Asia Telecom, and Chintana Maspakorn, aka Christina Maspakorn, individually and doing business as the Cash Grant Institute, Global Ad Agency, Global Advertising Agency, Domain Leasing Company, Global BPO, and/or USA Asia Telecom. Furthermore, any person insofar as he or she is acting in the capacity of an agent, servant, employee or attorney of any Defendant, and any person or entity in active concert or participation with any of the foregoing who receives actual notice of this Order by personal service or otherwise, is bound to comply with this Order, see Fed. R. Civ. P. 65(d), whether these persons or entities are acting directly or through a trust, corporation, subsidiary, division, or other device;

4. "Document" 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, through detection devices into reasonably usable form. A draft or non-identical copy is a separate document within the meaning of the term;

5. "Receiver" shall mean the temporary receiver appointed in Section XI of this Order and any deputy receivers that may be named by the temporary receiver;

6. "Receivership entities" shall mean Cash Grant Institute, Global Ad Agency, Global Advertising Agency, Domain Leasing Company, Cash Grant Search, Global BPO, USA Asia Telecom, and any other business directly or indirectly under the ownership and control of Defendants, and ***cashgrantsearch.com***, ***requestagrant.com***, and any other website directly or indirectly under the ownership and control of the Defendants.

7. A "Host" or "Hosting Company" is the person or entity that provides the infrastructure for a computer service. With respect to Web pages and websites, a Host or Hosting Company maintains "Web servers" - the computers on which websites and pages reside. The Host or Hosting Company also maintains the communication lines required to link the server to the Internet.

8. "Telemarketing" means a plan, program, or campaign which is conducted to induce the purchase of goods or services or a charitable contribution, by use of one or more telephones and which involves more than one interstate telephone call. The term does not include the solicitation of sales through the mailing of a catalog which: contains a written description or illustration of the goods or services offered for sale; includes the business address of the seller; includes multiple pages of written material or illustrations; and has been issued not less frequently than once a year, when the person making the solicitation does not solicit customers by telephone but only receives calls initiated by customers in response to the catalog

and during those calls takes orders only without further solicitation. For purposes of the previous sentence, the term "further solicitation" does not include providing the customer with information about, or attempting to sell, any other item included in the same catalog which prompted the customer's call or in a substantially similar catalog.

ORDER

I. PROHIBITION AGAINST VIOLATION OF SECTION 5 OF THE FTC ACT

IT IS THEREFORE ORDERED that, in connection with the marketing, advertising, promotion, distribution, offering for sale, or selling of any goods or services, Defendants are hereby preliminarily restrained and enjoined from making any material misrepresentation, or assisting others in making any material misrepresentation, either expressly or by implication, directly or indirectly, including but not limited to:

- A. Any misrepresentation that any person has qualified for, has received, or is likely to receive, grant money;
- B. Any misrepresentation that grants from the government or any other source are available to everyone for almost any purpose; or
- C. Any misrepresentation that any person has qualified for, has received, or is likely to receive, grant money that can be used to pay for personal financial expenses.

II. PROHIBITION AGAINST VIOLATION OF THE TSR

IT IS FURTHER ORDERED that, in connection with the telemarketing of any goods or services, Defendants are hereby preliminarily restrained and enjoined from violating or assisting others in violating any provision of the TSR, 16 C.F.R. Part 310, including, but not limited to:

- A. Section 310.3(a)(4) of the TSR, 16 C.F.R. § 310.3(a)(4), by misrepresenting, directly or by implication, that any consumer has qualified for, or is likely to receive grant money, in order to induce any consumer to pay for goods or services;
- B. Section 310.4(b)(1)(iii)(B) of the TSR, 16 C.F.R. § 310.4(b)(1)(iii,) by engaging in, or causing any other person or entity to engage in, initiating an outbound telephone call to a person's telephone number on the National Do Not Call Registry;
- C. Section 310.8 of the TSR, 16 C.F.R. § 310.8, by initiating, or causing any other person or entity to initiate, an outbound telephone call to a telephone number with a given area code without the Defendants, either directly or through another person, first paying the required annual fee for access to the telephone numbers, within that area code, that are on the National Do Not Call Registry;
- D. Section 310.4(B)(1)(iv) of the TSR, 16 C.F.R. § 310.4(b)(1)(iv), by abandoning or causing any other person or entity to abandon any outbound telephone call; or

E. Section 310.4(b)(1)(v)(B)(ii) of the TSR, 16 C.F.R. § 310.4(b)(1)(v)(B)(ii), by initiating, or causing any other person or entity to initiate, any outbound telephone call delivering a prerecorded message that does not promptly provide the disclosures required by § 310.4(d) of the TSR, or does not include an automated interactive voice and/or keypress-activated opt-out mechanism that call a recipient can use to assert a Do Not Call request, or a toll-free telephone number that a recipient of a prerecorded message call on his or her answering machine or voice mail service can call to assert a Do Not Call request.

III. WEBSITE/WEB PAGE

IT IS FURTHER ORDERED that Defendants, and any agent, employee or associate of Defendants, or any Host or Hosting Company for Defendants shall, if they have not done so already pursuant to the Temporary Restraining Order previously issued in this case:

A. Immediately take whatever steps may be necessary to ensure that any web page or website relating to grants that Defendants, in whole or in part, own and control, operate, or host, including, but not limited to, ***cashgrantsearch.com***, cannot be accessed by the public.

Nothing in this Provision shall prevent Defendants from republishing this web page or website if the Receiver appointed

in this case deems it in compliance with all of the provisions of this Order.

B. Prevent the destruction or erasure of any web page or website registered to and operated, in whole or in part, by Defendants.

IV. ASSET FREEZE

IT IS FURTHER ORDERED that Defendants are hereby preliminarily restrained and enjoined from:

A. Transferring, liquidating, converting, encumbering, pledging, loaning, selling, concealing, dissipating, disbursing, assigning, spending, withdrawing, granting a lien or security interest or other interest in, or otherwise disposing of any funds, real or personal property, accounts, contracts, consumer lists, shares of stock, or other assets, or any interest therein, wherever located, whether within the United States or within a jurisdiction outside the United States, that are:

- (1) owned or controlled by any Defendant, in whole or in part,
- (2) held for the benefit of any Defendant;
- (3) in the actual or constructive possession of any Defendant; or
- (4) owned, controlled by, or in the actual or constructive possession of any corporation, partnership, or other entity directly or indirectly owned, managed, or controlled by any Defendant, including, but not limited

to, any assets held by or for, or subject to access by, any Defendant, at any bank or savings and loan institution, or with any broker-dealer, escrow agent, title company, commodity trading company, precious metals dealer, or other financial institution or depository of any kind;

B. Opening or causing to be opened any safe deposit boxes titled in the name of any Defendant, or subject to access by any Defendant;

C. Incurring charges or cash advances on any credit card issued in the name of any of Defendants' businesses under the Receivership created herein.

D. Obtaining a personal or secured loan encumbering the assets of any Defendant; and

E. Incurring liens or other encumbrances on real property, personal property or other assets titled in the name, singly or jointly, of any Defendant.

The assets affected by this Section XI shall include: (1) all assets of each Defendant, as of the time this Order was entered; and (2) assets obtained after the time this Order was entered if the assets are derived from the conduct alleged in the Commission's Complaint.

V. RETENTION OF ASSETS AND RECORDS BY FINANCIAL INSTITUTIONS

IT IS FURTHER ORDERED that, pending determination of the Commission's request for a permanent injunction, any financial or brokerage institution, business entity, or person served with a copy of this Order that holds, controls or maintains custody of any account or asset held in the name of or for the benefit of any Defendant, or held in an account for which any Defendant is authorized to assert access to or control over, shall:

A. Hold and retain within its control and prohibit the withdrawal, removal, assignment, transfer, pledge, hypothecation, encumbrance, disbursement, dissipation, conversion, sale, or other disposal of any such asset, except by further order of the Court;

B. Deny Defendants access to any safe deposit box that is titled in the name of, individually or jointly or otherwise subject to access by any Defendant;

C. Provide the Commission's counsel, within ten (10) business days of receiving a copy of this Order, a sworn statement setting forth:

(1) the identification number of each such account or asset titled in the name, individually or jointly, of any Defendant or held on behalf of, or for the benefit of any Defendant;

(2) the balance of each such account, or a description of the nature and value of such asset as of the close of

business on the day on which this Order is served, and, if the account or other asset has been closed or removed, the date closed or removed, the total funds removed in order to close the account, and the name of the person or entity to whom such account or other asset was remitted; and

(3) the identification of any safe deposit box that is titled in the name, individually or jointly, of any Defendant, or is otherwise subject to access by the any Defendant.

D. Upon request by the Commission, promptly provide the Commission with copies of all records or other documentation pertaining to each such account or asset, including but not limited to, originals or copies of account applications, account statements, signature cards, checks, drafts, deposit tickets, transfers to and from the accounts, all other debit and credit instruments or slips, currency transaction reports, 1099 forms, and safe deposit box logs.

VI. PRESERVATION OF RECORDS

IT IS FURTHER ORDERED that Defendants are hereby preliminarily restrained and enjoined from:

A. Destroying, erasing, mutilating, concealing, altering, transferring or otherwise disposing of, in any manner, directly or indirectly, any documents that relate to the business, business practices, assets, or business or personal finances of any Defendant; and

B. Failing to create and maintain documents that, in reasonable detail, accurately, fairly, and completely reflect Defendants' incomes, disbursements, transactions, and use of money.

VII. FINANCIAL DISCLOSURES

IT IS FURTHER ORDERED that each Defendant, if he or she has not done so already pursuant to the Temporary Restraining Order previously issued in this case, shall, within forty-eight (48) hours of service of this Order, prepare and deliver to counsel for the Commission and to the Receiver completed financial statements on the forms attached to this Order as Attachment A (Financial Statement of Any Individual Defendant). The financial statements shall be accurate as of the date of entry of this Order. Defendants shall include in the financial statements a full accounting of all funds and assets, whether located inside or outside of the United States, that are: (a) titled in the name of any Defendant, jointly, severally or individually; (b) held by any person or entity for the benefit of any Defendant; or (c) under the direct or indirect control of any Defendant.

VIII. CONSUMER REPORT

IT IS FURTHER ORDERED that pursuant to Section 604(1) of the Fair Credit Reporting Act, 15 U.S.C. § 1681b(1), any consumer reporting agency may furnish a consumer report concerning any Defendant to the Commission.

IX. FOREIGN ASSET REPATRIATION

IT IS FURTHER ORDERED that within five (5) business days following the service of this Order, each Defendant, if he or she has not done so already pursuant to the Temporary Restraining Order previously issued in this case, shall:

A. Provide the Commission and the Receiver with a full accounting of all funds, documents, and assets outside of the United States which are: (1) titled in the name, individually or jointly, of any Defendant; or (2) held by any person or entity for the benefit of any Defendant; or (3) under the direct or indirect control, whether jointly or singly, of any Defendant;

B. Transfer to the territory of the United States and deliver to the Receiver all funds, documents, and assets located in foreign countries which are: (1) titled in the name individually or jointly of any Defendant; or (2) held by any person or entity, for the benefit of any Defendant; or (3) under the direct or indirect control, whether jointly or singly of any Defendant;

C. Provide the Commission access to all records of accounts or assets of any Defendant held by financial institutions located outside the territorial United States by signing the Consent to Release of Financial Records attached to this Order as Attachment B.

X. INTERFERENCE WITH REPATRIATION

IT IS FURTHER ORDERED that Defendants are hereby preliminarily restrained and enjoined from taking any action, directly or indirectly, which may result in the encumbrance or dissipation of foreign assets, or in the hindrance of the repatriation required by Section IX of this Order, including but not limited to:

A. Sending any statement, letter, fax, e-mail or wire transmission, telephoning or engaging in any other act, directly or indirectly, that results in a determination by a foreign trustee or other entity that a "duress" event has occurred under the terms of a foreign trust agreement until such time that all assets have been fully repatriated pursuant to Section IX of this Order;

B. Notifying any trustee, protector or other agent of any foreign trust or other related entities of either the existence of this Order, or of the fact that repatriation is required pursuant to a Court Order, until such time that all assets have been fully repatriated pursuant to Section IX of this Order.

XI. APPOINTMENT OF PERMANENT RECEIVER

IT IS FURTHER ORDERED that Robb Evans & Associates shall continue as receiver for Cash Grant Institute, Global Ad Agency, Global Advertising Agency, Domain Leasing Company, Cash Grant Search, Global BPO, USA Asia Telecom, and any other business directly or indirectly under the ownership and control of

Defendants, and ***cashgrantsearch.com***, ***requestagrant.com***, and any other website directly or indirectly under the ownership and control of the Defendants (the "Receivership Entities"). The Receiver shall be the agent of this Court, and solely the agent of this Court, in acting as Receiver under this Order. The Receiver shall be accountable directly to this Court.

XII. RECEIVER'S DUTIES

IT IS FURTHER ORDERED that the Receiver is authorized and directed to accomplish the following:

A. Assume full control of the Receivership Entities by removing, as the Receiver deems necessary or advisable, any director, officer, independent contractor, employee, or agent of any of the Receivership Entity, including any Defendant, from control of, management of, or participation in, the affairs of the Receivership Entity;

B. Take exclusive custody, control, and possession of all assets and documents of, or in the possession, custody, or under the control of, the Receivership Entities, wherever situated. The Receiver shall have full power to divert mail, control the phone numbers, control and/or take down websites and to sue for, collect, receive, take in possession, hold, and manage all assets and documents of the Receivership Entities and other persons or entities whose interests are now under the direction, possession, custody, or control of, the Receivership Entities. The Receiver shall assume control over the income and profits therefrom and

all sums of money now or hereafter due or owing to the Receivership Entities. Provided, however, that the Receiver, without prior Court approval, shall not attempt to collect any amount from a consumer if the Receiver believes the consumer was a victim of the unfair or deceptive acts or practices or other violations of law alleged in the Complaint in this matter;

C. Take all steps necessary to secure each location from which the Receivership Entities operate. Such steps may include, but are not limited to, any of the following, as the Receiver deems necessary or advisable:

- (1) serving this Order;
- (2) completing a written inventory of all receivership assets;
- (3) obtaining pertinent information from all employees and other agents of the Receivership Entities, including, but not limited to, the name, home address, social security number, job description, passwords or access codes, method of compensation, and all accrued and unpaid commissions and compensation of each such employee or agent;
- (4) photographing and video taping any or all portions of the location;
- (5) securing the location by changing the locks and disconnecting any computer modems or other means of

access to the computer or other records maintained at that location; and

- (6) requiring any persons present on the premises at the time this Order is served to leave the premises, to provide the Receiver with proof of identification, or to demonstrate to the satisfaction of the Receiver that such persons are not removing from the premises documents or assets of the Receivership Entities.

Law enforcement personnel, including, but not limited to, police or sheriffs, may assist the Receiver in implementing these provisions in order to keep the peace and maintain security.

D. Conserve, hold, and manage all assets of the Receivership Entities, and perform all acts necessary or advisable to preserve the value of those assets in order to prevent any irreparable loss, damage, or injury to consumers or creditors of the Receivership Entities, including, but not limited to, obtaining an accounting of the assets and preventing the unauthorized transfer, withdrawal, or misapplication of assets;

E. Enter into contracts and purchase insurance as advisable or necessary;

F. Manage and administer the business of the Receivership Entities until further order of this Court by performing all incidental acts that the Receiver deems to be advisable or necessary, which includes but is not limited to: retaining,

hiring, or dismissing any employees, independent contractors, or agents;

G. Choose, engage, and employ attorneys, accountants, appraisers, and other independent contractors and technical specialists, as the Receiver deems advisable or necessary in the performance of duties and responsibilities under the authority granted by this Order;

H. Make payments and disbursements from the receivership estate that are necessary or advisable for carrying out the directions of, or exercising the authority granted by, this Order. The Receiver shall apply to the Court for prior approval of any payment of any debt or obligation incurred by the Receivership Entities prior to the date of entry of this Order, except payments that the Receiver deems necessary or advisable to secure assets of the Receivership Entities, such as rental payments;

I. Suspend business operations of the Receivership Entities if in the judgment of the Receiver such operations cannot be continued legally and profitably;

J. Institute, compromise, adjust, appear in, intervene in, or become party to such actions or proceedings in state, federal or foreign courts or arbitration proceedings as the Receiver deems necessary and advisable to preserve or recover the assets of the Receivership Entities, or that the Receiver deems necessary and advisable to carry out the Receiver's mandate under

this Order, including but not limited to, actions challenging fraudulent or voidable transfers;

K. Defend, compromise, adjust, or otherwise dispose of any or all actions or proceedings instituted in the past or in the future against the Receiver in his role as Receiver, or against the Receivership Entities, as the Receiver deems necessary and advisable to preserve the assets of the Receivership Entities, or as the Receiver deems necessary and advisable to carry out the Receiver's mandate under this Order;

L. Issue subpoenas to obtain documents and records pertaining to the Receivership, and conduct discovery in this action on behalf of the receivership estate;

M. Open one or more bank accounts as designated depositories for funds of the Receivership Entities. The Receiver shall deposit all funds of the Receivership Entities in such a designated account and shall make all payments and disbursements from the receivership estate from such an account. The Receiver shall serve copies of monthly account statements on all parties;

N. Maintain accurate records of all receipts and expenditures that he makes as Receiver; and

O. Cooperate with reasonable requests for information or assistance from any state or federal law enforcement agency.

XIII. TRANSFER OF RECEIVERSHIP PROPERTY TO RECEIVER

IT IS FURTHER ORDERED that Defendants and any other person or entity with possession, custody or control of property of or records relating to the Receivership Entities shall if they have not done so already pursuant to the Temporary Restraining Order previously issued in this case, upon notice of this Order by personal service or otherwise immediately notify the Receiver of, and, upon receiving a request from the Receiver, immediately transfer or deliver to the Receiver possession, custody, and control of, the following:

A. All assets of the Receivership Entities;

B. All documents of the Receivership Entities, including, but not limited to, books and records of accounts, all financial and accounting records, balance sheets, income statements, bank records (including monthly statements, canceled checks, records of wire transfers, and check registers), client lists, title documents and other papers;

C. All computers and data in whatever form used to conduct the business of the Receivership Entities;

E. All assets belonging to other persons or entities whose interests are now under the direction, possession, custody, or control of, the Receivership Entities; and

F. All keys, codes, and passwords necessary to gain or to secure access to any assets or documents of the Receivership Entities, including, but not limited to, access to their business

premises, means of communication, accounts, computer systems, or other property.

G. All information and documentation necessary to access and modify the content on any web page or website that Defendants, in whole or in part, own and control, operate, or host, or any website with the same IP address as Global Ad Agency, Global Advertising Agency, Domain Leasing Company, Global BPO, and USA Asia Telecom. In the event that any person or entity fails to deliver or transfer any asset or otherwise fails to comply with any provision of this Section, the Receiver may file ex parte an Affidavit of Non-Compliance regarding the failure. Upon filing of the affidavit, the Court may authorize, without additional process or demand, Writs of Possession or Sequestration or other equitable writs requested by the Receiver. The writs shall authorize and direct the United States Marshal or any sheriff or deputy sheriff of any county, or any other federal or state law enforcement officer, to seize the asset, document, or other item covered by this Section and to deliver it to the Receiver.

XIV. COOPERATION WITH THE RECEIVER

IT IS FURTHER ORDERED that Defendants and all other persons or entities served with a copy of this Order shall fully cooperate with and assist the Receiver in taking and maintaining possession, custody, or control of the assets of the Receivership Entities. This cooperation and assistance shall include, but not

be limited to: providing information to the Receiver that the Receiver deems necessary in order to exercise the authority and discharge the responsibilities of the Receiver under this Order; providing any password required to access any computer, electronic file, or telephonic data in any medium; providing the receiver all information and documentation necessary to access and modify the content on any web page or website that Defendants or the Receivership Entities or any of their successors or assigns, in whole or in part, own and control, operate, or host; providing the receiver all information and documentation necessary to access and modify the content on websites having the same IP address as Global Ad Agency, Global Advertising Agency, Domain Leasing Company, Global BPO, USA Asia Telecom, and any of their successors or assigns; advising all persons who owe money to the Receivership Entities that all debts should be paid directly to the Receiver; and transferring funds at the Receiver's direction and producing records related to the assets and sales of the Receivership Entities. The entities obligated to cooperate with the Receiver under this provision include, but are not limited to, banks, broker-dealers, savings and loans, escrow agents, title companies, commodity trading companies, precious metals dealers and other financial institutions and depositories of any kind, and all third-party billing agents, and telecommunications companies that have transacted business with the Receivership Entities.

XV. INTERFERENCE WITH THE RECEIVER

IT IS FURTHER ORDERED that Defendants are hereby restrained and enjoined from directly or indirectly:

A. Interfering with the Receiver managing, or taking custody, control, or possession of, the assets or documents subject to this receivership;

B. Transacting any of the business of the Receivership Entities;

C. Transferring, receiving, altering, selling, encumbering, pledging, assigning, liquidating, or otherwise disposing of any assets owned, controlled, or in the possession or custody of, or in which an interest is held or claimed by, the Receivership Entities, or the Receiver;

D. Refusing to cooperate with the Receiver or the Receiver's duly authorized agents in the exercise of their duties or authority under any order of this Court;

E. Failing to provide the receiver all information and documentation necessary to access and modify the content on any web page or website that Defendants, the Receivership Entities, or any of their successors or assigns, in whole or in part, own and control, operate, or host;

F. Failing to provide the receiver all information and documentation necessary to access and modify the content on websites having the same IP address as Global Ad Agency, Global

Advertising Agency, Domain Leasing Company, Global BPO, USA Asia Telecom, or any of their successors or assigns.

XVI. STAY OF ACTIONS AGAINST RECEIVERSHIP ENTITIES

IT IS FURTHER ORDERED that, except by leave of this Court, during pendency of the receivership ordered herein, Defendants, and all investors, creditors, stockholders, lessors, customers and other persons seeking to establish or enforce any claim, right, or interest against or on behalf of Defendants, and all others acting for or on behalf of such persons, are hereby enjoined from taking action that would interfere with the exclusive jurisdiction of this Court over the assets or documents of the Receivership Entities, including, but not limited to:

A. Petitioning, or assisting in the filing of a petition, that would cause the Receivership Entities to be placed in bankruptcy;

B. Commencing, prosecuting, or continuing a judicial, administrative, or other action or proceeding against the Receivership Entities, including the issuance or employment of process against the Receivership Entities, except that such actions may be commenced if necessary to toll any applicable statute of limitations;

C. Filing or enforcing any lien on any asset of the Receivership Entities, taking or attempting to take possession, custody, or control of any asset of the Receivership Entities; or attempting to foreclose, forfeit, alter, or terminate any

interest in any asset of the Receivership Entities, whether such acts are part of a judicial proceeding, are acts of self-help, or otherwise;

D. Initiating any other process or proceeding that would interfere with the Receiver managing or taking custody, control, or possession of, the assets or documents subject to this receivership. Provided that, this Order does not stay: (i) the commencement or continuation of a criminal action or proceeding; (ii) the commencement or continuation of an action or proceeding by a governmental unit to enforce such governmental unit's police or regulatory power; or (iii) the enforcement of a judgment, other than a money judgment, obtained in an action or proceeding by a governmental unit to enforce such governmental unit's police or regulatory power.

XVII. COMPENSATION OF RECEIVER

IT IS FURTHER ORDERED that the Receiver and all personnel hired by the Receiver as herein authorized, including counsel to the Receiver and accountants, are entitled to reasonable compensation for the performance of duties pursuant to this Order and for the cost of actual out-of-pocket expenses incurred by them, from the assets now held by, in the possession or control of, or which may be received by, the Receivership Entities. The Receiver shall file with the Court and serve on the parties periodic requests for the payment of such reasonable compensation, with the first such request filed no more than

sixty (60) days after the date of entry of this Order. The Receiver shall not increase the hourly rates used as the bases for such fee applications without prior approval of the Court.

XVIII. RECEIVER'S BOND

IT IS FURTHER ORDERED that the Receiver shall file with the Clerk of this Court a bond in the sum of \$50,000 with sureties to be approved by the Court, conditioned that the Receiver will well and truly perform the duties of the office and abide by and perform all acts the Court directs.

XIX. ACCESS TO BUSINESS OFFICES AND RECORDS

IT IS FURTHER ORDERED that, in order to allow the Commission and the Receiver to preserve assets and evidence relevant to this action, Plaintiff and Receiver, and their representatives, agents, and assistants, shall have immediate access to the business premises of the Receivership Entities. The Commission and the Receiver, and their representatives, agents, and assistants, are authorized to employ the assistance of law enforcement officers as they deem necessary to effect service and to implement peacefully the provisions of this Order. The Commission and the Receiver, and their representatives, agents, and assistants, are authorized to remove documents from the Receivership Entities's premises in order that they may be inspected, inventoried, and copied for the purpose of preserving discoverable material in connection with this action.

Furthermore, the Receiver shall allow Defendants reasonable access to the premises and business records of the Receivership Entities within his possession for the purpose of inspecting and copying materials relevant to this action. The Receiver shall have the discretion to determine the time, manner, and reasonable conditions of such access.

**XX. AUTHORITY TO SERVE DEFENDANTS
IN A FOREIGN COUNTRY BY INTERNATIONAL COURIER**

IT IS FURTHER ORDERED that pursuant to Fed. R. Civ. P. 4(f)(3), Plaintiff may serve this Order and all related documents on Defendants by private international courier.

XXI. SERVICE BY FACSIMILE AUTHORIZED

IT IS FURTHER ORDERED that copies of this Order may be served by any means, including facsimile transmission, upon any financial institution or other entity or person that may have possession, custody, or control of any documents or assets of any Defendant, or that may otherwise be subject to any provision of this Order. Service upon any branch or office of any financial institution shall effect service upon the entire financial institution.

XXII. SERVICE UPON PLAINTIFF

IT IS FURTHER ORDERED that Defendants shall serve all pleadings, memoranda, correspondence, affidavits, declarations, or other documents related to this Order by facsimile

transmission to (202) 326-3395, by hand delivery, or by overnight shipment through a third-party commercial carrier to the offices of the Federal Trade Commission, at 600 Pennsylvania Avenue, NW, Room H-238, Washington, DC 20580, and addressed to the attention of Russell Deitch, unless the parties agree to an alternate means of service.

XXIII. EXPEDITED DISCOVERY

IT IS FURTHER ORDERED that, pursuant to Federal Rules of Civil Procedure Rules 30(a), 31(a), 33(a), 34(a), and 45, the Commission and the Receiver are granted leave, at any time after entry of this Order:

A. To take the deposition (including depositions upon written notice), on forty-eight (48) hours' notice, of any person, whether or not a party, for the purpose of discovering the nature, location, status, and extent of the assets of Paul Navestad, Chintana Maskpakorn, Global Ad Agency, Global Advertising Agency, Domain Leasing Company, Global BPO, and USA Asia Telecom; the nature and location of documents reflecting the business transactions of Defendants; the whereabouts of Paul Navestad, Chintana Maskpakorn, Global Ad Agency, Global Advertising Agency, Domain Leasing Company, Global BPO, and USA Asia Telecom, or their affiliates or subsidiaries. The limitations and conditions set forth in Fed. R. Civ. P. 30(a)(2)(B) and 31(a)(2)(B) regarding subsequent depositions of an individual shall not apply to depositions taken pursuant to

this Paragraph. Any such depositions taken pursuant to this Paragraph shall not be counted toward the ten-deposition limit set forth in Fed. R. Civ. P.30(a)(2)(A) and 31(a)(2)(A);

B. To demand the production of documents, on seventy-two (72) hours' notice, from any person, whether or not a party, relating to the nature, location, status, or extent of the assets of Paul Navestad, Chintana Maskpakorn, Global Ad Agency, Global Advertising Agency, Domain Leasing Company, Global BPO, and USA Asia Telecom, or of their affiliates or subsidiaries; the location of documents reflecting the business transactions of Defendants; the whereabouts of Paul Navestad, Chintana Maspakorn, Global Ad Agency, Global Advertising Agency, Domain Leasing Company, Global BPO, and USA Asia Telecom; provided, however, that twenty four (24) hours' notice shall be sufficient for the production of any such documents that are maintained or stored as electronically stored information;

C. To demand from any party, on seventy-two (72) hours' notice, responses to up to fifteen (15) interrogatories (including all discrete subparts that require answers), relating to the nature, location, status, or extent of the assets of Paul Navestad, Chintana Maskpakorn, Global Ad Agency, Global Advertising Agency, Domain Leasing Company, Global BPO, and USA Asia Telecom, or of their affiliates or subsidiaries; the location of documents reflecting the business transactions of Defendants; the whereabouts of Paul Navestad, Chintana Maspakorn,

Global Ad Agency, Global Advertising Agency, Domain Leasing Company, Global BPO, and USA Asia Telecom. Any such interrogatories taken pursuant to this Paragraph shall not count toward the limit of twenty-five interrogatories (including all discrete subparts) set forth in Fed. R. Civ. P. 33(a)(1);

D. Service of a discovery request upon a person, whether a party or nonparty, taken pursuant to this Paragraph, shall be sufficient if made by facsimile or by overnight delivery; such service may instead be effectuated by alternate means as agreed upon by the Commission or the Receiver and the person to whom the discovery request is made; and

E. Service by a person, whether a party or nonparty, of a response to a discovery request issued pursuant to this Paragraph shall be made by facsimile or overnight delivery; such service may instead be effectuated by alternate means as agreed upon by the Commission or the Receiver and the person to whom the discovery request is made.

XXIV. ADDITIONAL EXPEDITED DISCOVERY

IT IS FURTHER ORDERED that:

A. For the time period of January 1, 2006 until June 30, 2009, within (5) days delivery of this Order to a Defendant or a Defendant's counsel, a Defendant shall provide true and correct copies of the following Documents to the FTC by overnight mail or facsimile:

1. Books and records for Global Ad Agency, Global Advertising Agency, Domain Leasing Company, Global BPO, and USA Asia Telecom;
2. All Documents relating to outbound telephone calls for the Cash Grant Institute, including but not limited to, the dates of calls, the phone numbers of people called, and whether the calls were answered by a consumer or an answering machine or voice mail;
3. All Documents relating to outbound telephone calls for grants or grant related goods or service other than the Cash Grant Institute, including but not limited to, the dates of calls, the phone numbers of people called, and whether the calls were answered by a consumer or an answering machine or voice mail;
4. Documents sufficient to show the income, commissions, and revenue received by Paul Navestad, Chintana Maspakorn, Global Ad Agency, Global Advertising Agency, Domain Leasing Company, Global BPO, and USA Asia Telecom;
5. Documents sufficient to show the source of income, commissions, and revenue received by Paul Navestad, Chintana Maspakorn, Global Ad Agency, Global Advertising Agency, Domain Leasing Company,

Global BPO, and USA Asia Telecom;

6. All contracts between Paul Navestad, Chintana Maspakorn, Global Ad Agency, Global Advertising Agency, Domain Leasing Company, Global BPO, and USA Asia Telecom and any entity for marketing services relating to grants or grant related services; and

7. Documents sufficient to show the location and nature of assets of Paul Navestad, Chintana Maspakorn, Global Ad Agency, Global Advertising Agency, Domain Leasing Company, Global BPO and USA Asia Telecom.

- B. A Defendant or Defendants shall provide Documents sufficient to show the current addresses or locations for Paul Navestad, Chintana Maspakorn, Global Ad Agency, Global Advertising Agency, Domain Leasing Company, Global BPO, and USA Asia Telecom to the FTC by overnight mail or facsimile within five (5) days of delivery of this Order to a Defendant or a Defendant's counsel.

XXV. RETENTION OF JURISDICTION

IT IS FURTHER ORDERED that this Court shall retain jurisdiction of this matter for all purposes.

SO ORDERED, this 21st day of July 2009, at 11:30 a.m.

S/ Michael A. Telesca

UNITED STATES DISTRICT JUDGE