

ROBB EVANS & ASSOCIATES LLC

Receiver of

**Global Marketing Group, Inc.; Global Business Solutions, LLC;
Globalpay, Inc.; Globalpay, LLC; Globalpay BV;
Synergy Consulting Services, LLC; and First Processing Corporation**

11450 Sheldon Street
Sun Valley, California 91352-1121
Telephone No.: (818) 768-8100
Facsimile No.: (818) 768-8802

**Federal Trade Commission v. Global Marketing Group, Inc., et al.
CASE No. 8:06 CV-2272-T-30TGW**

**Stipulated Preliminary Injunction Order
(Appointing Permanent Receiver)**

Filed January 11, 2007

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

FEDERAL TRADE COMMISSION

Plaintiff,

v.

GLOBAL MARKETING GROUP,
INC.; GLOBAL BUSINESS
SOLUTIONS, LLC; GLOBALPAY,
INC.; GLOBALPAY, LLC;
GLOBALPAY BV; SYNERGY
CONSULTING SERVICES, LLC;
FIRST PROCESSING
CORPORATION; and
IRA N. RUBIN;

Defendants, and

PHOELICIA DANIELS;

Relief Defendant.

Case No. 8:06-cv-2272-T-30TGW

**STIPULATED PRELIMINARY
INJUNCTION ORDER**

The Court, having granted the *Ex Parte* Motion for a Temporary Restraining Order with Asset Freeze, and other relief, filed by Plaintiff, the Federal Trade Commission (“FTC” or “Commission”); having entered an Order to Show Cause Why a Preliminary Injunction Should Not Issue; and having considered the submissions of the parties, and now being otherwise advised fully of the premises hereby finds that:

1. This Court has jurisdiction over the subject matter of this case and over the parties;

2. There is good cause to believe that the Commission will ultimately succeed in establishing that Defendants have engaged in, and are likely to engage in, acts and practices that violate Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), the Telemarketing Act, 15 U.S.C. §§ 6101 *et seq.*, the FTC's Trade Regulation Rule entitled "Telemarketing Sales Rule" (the "Rule" or "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 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, assignment, or other disposition or concealment by Defendants of their assets or records unless Defendants are restrained and enjoined by order of this Court;

4. Weighing the equities and considering the Commission's likelihood of ultimate success, a Preliminary Injunction Order with asset freeze and other equitable relief is in the public interest;

5. No security is required of any agency of the United States for the issuance of a preliminary injunction. Fed. R. Civ. P. 65 ©);

6. This Order does not constitute and shall not be interpreted to constitute an admission by Defendants, or a finding that Defendants have engaged in violations of any law or regulations, including the Federal Trade Commission Act; and

7. Stipulating to this Order does not constitute and shall not be interpreted to constitute a waiver by Defendant Ira Rubin or Relief Defendant Phoelicia Daniels of their Fifth Amendment right against self-incrimination, nor of any other applicable claims or defenses.

DEFINITIONS

For purposes of this Preliminary Injunction (“Order”), the following definitions shall apply:

1. **“ACH network”** shall mean the electronic funds transfer system governed by the NACHA Rules that provides for the interbank clearing of credit and debit entries to accounts at financial institutions.

2. **“ACH debit”** shall mean any completed or attempted debit or credit to a consumer’s account at a financial institution that is processed electronically through the ACH network.

3. **“ACH processing”** means the transfer of funds or attempted transfer of funds through the ACH network as either an ACH debit or a credit.

4. **“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.

5. **“Assisting others”** means providing any of the following goods or services: (1) providing for or arranging for the provision of mail or telephone lists that contain, incorporate, or utilize consumers’ account numbers; (2) preparing or providing, or causing to be prepared or provided, telephone sales scripts or other materials for use in connection with the promotion of

products or services to consumers; (3) providing, mailing or shipping, or arranging for the provision, mailing or shipping, of fulfillment products or services; (4) providing or arranging for the provision of telemarketing or computer processing services; (5) providing or facilitating the means of obtaining payment from consumers, by providing or facilitating access to the credit card or bank account payment and collection system; and (6) providing marketing or customer service support.

6. **“Client”** means any person, corporation, originator or other entity that has retained or contracted with Defendants for Defendants to provide services as a payment processor.

7. **“Consumer”** means any person whose bank account or credit card account Defendants cause (or attempt to cause) to be debited or otherwise accessed.

8. **“Defendant” or “Defendants”** means Global Marketing Group, Inc., Global Business Solutions, LLC, Globalpay, Inc., Globalpay, LLC, Globalpay BV, Synergy Consulting Services, LLC, First Processing Corporation, and Ira N. Rubin, individually and as an officer or director of the corporate Defendants, all doing business as “Global Processing,” Global Processing, Inc.,” and by whatever other names each may be know, and any subsidiaries, affiliates, and any fictitious business entities or business names created or used by these entities, or any of them.

9. **“Document” or “Documents”** means any materials listed 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 term.

10. **“Financial Institution”** means any bank, savings and loan institution, credit union, or any financial depository of any kind, including, but not limited to, any brokerage house, trustee, broker-dealer, escrow agent, title company, commodity trading company, or precious metal dealer.

11. **“NACHA”** means NACHA - The Electronic Payments Association.

12. **“NACHA Rules”** means the NACHA Operating Rules, as amended from time to time. References herein to the NACHA Rules shall be pertinent only to ACH processing activity.

13. **“Payment processing”** means the performance of any function of collecting, charging, or transmitting a consumer’s payment for goods or services by debiting or otherwise accessing a consumer’s bank account or credit card account, through the use of any payment mechanism, including but not limited to remotely created checks, ACH processing, and credit card transactions.

14. **“Payment processor”** means any person providing any payment processing services in connection with the sale or purchase of goods or services, including but not limited to depository financial institutions, third-party processors, data processing service bureaus, and any others who provide services to verify, correct or update account or bank routing data or formats.

15. **“Person”** means a natural person, an organization or other legal entity, including a corporation, partnership, sole proprietorship, limited liability company, association, cooperative, or any other group or combination acting as an entity.

16. **“Plaintiff”** means the Federal Trade Commission (“Commission” or “FTC”).

17. **“Receivership Defendants”** means Global Marketing Group, Inc., Global Business Solutions, LLC, Globalpay, Inc., Globalpay, LLC, Globalpay BV, Synergy Consulting Services, LLC, and First Processing Corporation, all doing business as “Global Processing” and “Global Processing, Inc.”

18. **“Relief Defendant”** means Phoelicia Daniels, individually and as a former officer or director of corporate Defendant First Processing Corporation.

19. **“Remotely created check”** means any paper check not created by the paying bank and not bearing a signature applied (or purporting to be applied) by the person on whose account the check is drawn, and shall be construed to include (without limitation) instruments known as demand drafts, bank drafts, telechecks, or sight drafts.

20. **“Return rate”** means the percentage of attempted payment processing transactions per week returned for any reason, whether before or after payment. For each client, this rate shall be calculated daily in the following manner: divide the total number of attempted payment processing transactions presented for payment on the client’s behalf in a given calendar week that are returned for any reason, at any time before payment or within one year after payment, by the total number of attempted payment processing transactions presented for payment on that client's behalf during the same calendar week. For any client with multiple

accounts, this calculation shall be made and updated daily not only with respect to the client but also with respect to each account.

21. **“Telemarketing”** means a plan, program, or campaign (whether or not covered by the Telemarketing Sales Rule, 16 C.F.R. Part 310) which is conducted to induce the purchase of goods or services or a charitable contribution by use of one or more telephones.

I.

PROHIBITED BUSINESS ACTIVITIES

IT IS THEREFORE ORDERED that Defendants, and their officers, agents, directors, servants, employees, salespersons, independent contractors, attorneys, corporations, subsidiaries, affiliates, successors, and assigns, and all other persons or entities 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, in connection with the telemarketing, advertising, marketing, proposed sale, or sale of any product or service, are hereby restrained and enjoined from:

- A. Engaging in, or assisting others in engaging, payment processing;
- B. Violating, or assisting others in violating, any provision of the Telemarketing Sales Rule, 16 C.F.R. Part 310, including, but not limited to:
 - 1. Section 310.3(a)(2)(iii) of the TSR, 16 C.F.R. § 310.3(a)(2)(iii), by misrepresenting, expressly or by implication, that after paying Defendants a fee, consumers will, or are highly likely to, receive an unsecured credit card;

2. Section 310.3(a)(4) of the TSR, 16 C.F.R. § 310.3(a)(4), by requesting and/or receiving payment of a fee in advance of consumers obtaining a loan, credit card, or other extension of credit when the seller or telemarketer has guaranteed or represented a high likelihood of success in obtaining or arranging a loan, credit card, or other extension of credit; and
3. Section 310.3(b) of the TSR, 16 C.F.R. § 310.3(b), by providing “substantial assistance or support” to any seller or telemarketer when that person “knows or consciously avoids knowing” that the telemarketer is engaged in acts or practices that violate 16 C.F.R. §§ 310.3(a) or 310.4 of the Rule, 16 C.F.R. §§ 310.3(a) and 310.4.

C. Assisting others who violated any provision of Subsections A or B of this Section.

II.

MAINTAIN RECORDS AND REPORT NEW BUSINESS ACTIVITY

IT IS FURTHER ORDERED that Defendants, and their officers, agents, directors, servants, employees, salespersons, independent contractors, attorneys, corporations, subsidiaries, affiliates, successors, and assigns, and all other persons or entities 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 restrained and enjoined from:

A. Failing to create and maintain books, records, accounts, bank statements, current accountants' reports, general ledgers, general journals, cash receipt ledgers, cash disbursements ledgers and source documents, documents indicating title to real or personal property, and any other data which, in reasonable detail, accurately, fairly and completely reflect the incomes, disbursements, transactions, dispositions, and uses of the Defendants' Assets;

B. Destroying, erasing, mutilating, concealing, altering, transferring, or otherwise disposing of, in any manner, directly or indirectly, any books, records, tapes, disks, contracts, agreements, accounting data, handwritten notes, personal and business checks (fronts and backs), cancelled or otherwise, check registers, correspondence, forms, advertisements, brochures, manuals, telemarketing scripts, sales material, sales presentations, documents evidencing or referring to Defendants' products or services, training material, electronically stored data, banking records, consumer or client lists, consumer or client files, consumer or client addresses and telephone numbers, mailing lists, telemarketer lists, invoices, telephone records, "verification" or "compliance" tapes or other audio or video tape recordings, receipt books, postal receipts, ledgers, payroll records, bank statements, appointment books, copies of business or personal local, state, provincial, or federal income and property tax returns, documents evidencing or referring to Defendants' business operations, or other Documents of any kind, including electronically-stored materials, that relate to the business practices or business or personal finances of Defendants or other entities directly or indirectly under the control of any Defendant; and

C. Creating, operating, or exercising any control over any new business entity, whether newly formed or previously inactive, including any partnership, limited partnership, joint venture, sole proprietorship, or corporation, without first providing Plaintiff with a written statement disclosing: (1) the name of the business entity; (2) the address and telephone number of the business entity; (3) the names of the business entity's officers, directors, principals, managers, and employees; and (4) a detailed description of the business entity's intended activities.

III.

ASSET FREEZE

IT IS FURTHER ORDERED that Defendants, and their officers, agents, directors, servants, employees, salespersons, independent contractors, attorneys, corporations, subsidiaries, affiliates, successors, and assigns, and all other persons or entities 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, except as provided in Section D below, as stipulated by the parties, or as directed by further order of the Court, are hereby restrained and enjoined until further order of this Court, 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, or other Assets, or any interest therein, wherever located, including any Assets outside the

territorial United States, that are: (1) owned, controlled or held by, or for the benefit of, in whole or in part, any Defendant; or (2) in the actual or constructive possession of any Defendant, including, but not limited to, any Assets held for or by any Defendant in any account at any bank or savings and loan institution, or any credit card processing agent or agent providing electronic funds transfer services or automated clearing house processing, bank debit processing agent, network transaction processor, customer service agent, commercial mail receiving agency, or mail holding or forwarding company, or any credit union, retirement fund custodian, money market or mutual fund, storage company, trustee, or with any broker-dealer, escrow agent, title company, commodity trading company, precious metal dealer, or other financial institution or depository of any kind, either within or outside the United States;

B. Opening or causing to be opened any safe deposit boxes, commercial mail boxes, or storage facilities titled in the name of or for the use or benefit of any Defendant, or subject to access by any Defendant, or under the control of any Defendant, without providing Plaintiff prior notice and an opportunity to inspect the contents in order to determine that they contain no Assets covered by this Section;

C. Incurring charges or cash advances on any credit card issued in the name, singly or jointly, of any Defendant; *provided, however*, that Defendant Ira Rubin and Relief Defendant Phoelicia Daniels may incur charges or cash advances on a credit card or credit cards issued in his or her name provided the combined balance of such charges, cash advances, or credit cards does not exceed \$5,000 at any one time;

D. Transferring any funds or other Assets subject to this Order for attorneys' fees or living expenses, except from accounts or other Assets identified by prior written notice to Plaintiff and prior approval by the Court. Provided further, that no attorneys' fees or living expenses, other than those set forth in Subsection D, and only in accordance with the procedures set forth in Subsection D, shall be paid from funds or other Assets subject to this Order unless and until the Defendant requesting such funds has completed a sworn financial statement as required by Section V of this Order, and submitted such statement to the Court and served such statement upon counsel for Plaintiff. Notwithstanding the foregoing, upon entry of this Order, Ira Rubin may pay \$15,000 from his individual personal funds for attorneys fees from a personal bank account he will identify to Plaintiff;

E. Notwithstanding the asset freeze provisions of Subsections III.A-D above, Defendant Ira Rubin may, upon compliance with Section V of this Order, pay from his individual personal funds reasonable, usual, ordinary, and necessary living expenses, not to exceed \$7,000 per month without prior approval of the Plaintiff or the Court; and

F. Notwithstanding the asset freeze provisions of Subsections III.A-D above, Relief Defendant Phoelicia Daniels may pay from her personal funds reasonable, usual, ordinary, and necessary living expenses, not to exceed \$10,000 per month without prior approval of the Plaintiff or the Court. Further, the personal checking account of Phoelicia Daniels and business checking account of New Tampa Tan will not be subject to this asset freeze.

The Assets affected by this Section shall include both existing Assets and Assets acquired after the effective date of this Order.

IV.

DUTIES OF THIRD PARTIES

IT IS FURTHER ORDERED that each Person, Financial Institution, or other entity maintaining or having custody or control of any Asset of any Defendant or Relief Defendant, or that at any time since January 1, 2003, has maintained or had custody of any such Asset, and which is provided with a copy of this Order, or otherwise has actual or constructive knowledge of this Order, shall:

A. Hold and retain within its control and prohibit the withdrawal, removal, assignment, transfer, pledge, hypothecation, encumbrance, disbursement, dissipation, conversion, sale, liquidation or other disposal of any of the Assets or other property held by, under its control, or on behalf of any Defendant or Relief Defendant in any account maintained in the name of, or for the benefit or use of, any Defendant or Relief Defendant, in whole or in part, except as directed by further order of this Court, or by written agreement of Plaintiff and the parties claiming an interest in such account or Asset;

B. Deny Defendants and Relief Defendant access to any safe deposit boxes, commercial mail boxes or storage facilities that are titled in the name, individually or jointly, of any Defendant or Relief Defendant, or otherwise subject to access by any Defendant or Relief Defendant;

C. Within four (4) business days of the date of notice of this Order, provide to counsel for Plaintiff a certified statement setting forth:

1. The identification of each account or Asset titled in the name, individually or jointly, of any Defendant or Relief Defendant, or to which any Defendant or Relief Defendant is a signatory, or which is held on behalf of, or for the benefit or use of, any Defendant or Relief Defendant or subject to any Defendant's or Relief Defendant's control, including all trust accounts on behalf of any Defendant or Relief Defendant or subject to any Defendant's or Relief Defendant's control;
2. The balance of each such account, or a description and appraisal of the value of such Asset, as of the close of business on the day on which notice of this Order is received, and, if the account or other Asset has been closed or removed, or more than \$1,000 withdrawn or transferred from it within the last ninety (90) days, the date of the closure or removal of funds, the total funds removed or transferred, and the name and account number of the person or entity to whom such account, funds, or other Asset was remitted; and
3. The identification and location of any safe deposit box, commercial mail box, or storage facility that is either titled in the name individually or jointly, of any Defendant or Relief Defendant, or is otherwise subject to access or control by any Defendant or Relief Defendant.

D. Allow representatives of Plaintiff immediate access to inspect and copy, or upon Plaintiff's request, within five (5) days of said request, provide Plaintiff's representatives with

copies of, any records or other Documents pertaining to any such account or Asset, including, but not limited to, originals or copies of account applications, corporate resolutions, 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.

The Assets affected by this Section shall include both existing Assets and Assets acquired after the effective date of this Order.

V.

FINANCIAL STATEMENTS AND ACCOUNTING

IT IS FURTHER ORDERED that, if they have not done so already in compliance with the Temporary Restraining Order previously issued in this matter, each Defendant named in the caption of this Order shall, within three (3) calendar days after entry of this Order, serve upon counsel for Plaintiff a completed financial statement accurate as of the date of entry of this Order, in the form served with the Temporary Restraining Order, i.e., **Attachment A** for individuals and **Attachment B** for businesses, as the case may be, signed under penalty of perjury; and

The financial statements shall include assets held outside the territory of the United States, shall be accurate as of the date of the entry of this Order, and shall be verified under oath. Defendants shall attach to these completed financial statements copies of all local, state, provincial, and federal income and property tax returns, with attachments and schedules, as called for by the instructions to the financial statements.

The foregoing requirement shall not be interpreted to constitute a waiver of Defendants' right, in good faith, to assert his or her Fifth Amendment right against self-incrimination, nor of any other applicable claims or defenses. Accordingly, any such good faith assertion within the financial statements referred to herein above, shall not be deemed a violation of this section.

VI.

PROHIBITION ON DISCLOSING CUSTOMER INFORMATION

IT IS FURTHER ORDERED that Defendants, their agents, servants, and employees, and those 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 entity, corporation, subsidiary, division, affiliate, or other device, are hereby restrained and enjoined from:

A. Selling, renting, leasing, transferring, or otherwise disclosing the name, address, birth date, telephone number, email address, Social Security number, credit card number, bank account number, or other financial or identifying personal information of any person from whom or about whom any Defendant obtained such information in connection with activities alleged in the FTC's Complaint;

B. Benefiting from or using the name, address, birth date, telephone number, email address, Social Security number, credit card number, bank account number, or other financial or identifying personal information of any person from whom or about whom any Defendant obtained such information in connection with activities alleged in the FTC's Complaint.

Provided, however, that Defendants may disclose such financial or identifying personal information to a law enforcement agency or as required by any law, regulation, or court order.

VII.

PERMANENT RECEIVER

A. APPOINTMENT OF PERMANENT RECEIVER

IT IS FURTHER ORDERED that Robb Evans & Associates LLC is appointed Permanent Equity Receiver (“Receiver”) for **Global Marketing Group, Inc., Global Business Solutions, LLC, Globalpay, Inc., Globalpay, LLC, Globalpay BV, Synergy Consulting Services, LLC, First Processing Corporation,** and any of their affiliates, subsidiaries, divisions, or telephone sales operations, wherever located, with the full power of an equity receiver. 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. The Receiver shall comply with all Local Rules of this Court governing receivers.

B. RECEIVERSHIP DUTIES

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

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

2. Take exclusive custody, control and possession of all Assets and Documents of, or in the possession, custody, or under the control of, the Receivership Defendants, wherever situated. The Receiver shall have full power to divert mail and to sue for, collect, receive, take in possession, hold, and manage all Assets and Documents of the Receivership Defendants and other persons or entities whose interests are now held by or under the direction, possession, custody, or control of the Receivership Defendants. Provided, however, that the Receiver 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 alleged in the Complaint in this matter;

3. Take all steps necessary to secure the business premises of the Receivership Defendants. Such steps may include, but are not limited to, the following as the Receiver deems necessary or advisable: (1) serving and filing this Order; (2) completing a written inventory of all receivership Assets; (3) obtaining pertinent information from all employees and other agents of the Receivership Defendants, including, but not limited to, the name, home address, social security number, job description, method of compensation, and all accrued and unpaid commissions and compensation of each such employee or agent; (4) videotaping all portions of the locations; (5) securing the locations by changing the locks and disconnecting any computer modems or other means of access to the computer or other records maintained at the locations; (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 Defendants; and/or (7) employ the assistance of law enforcement officers as he or she deems necessary to implement peacefully the provisions of this Order;

4. Conserve, hold, and manage all receivership Assets, 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 to creditors of the Receivership Defendants, including, but not limited to, obtaining an accounting of the Assets and preventing transfer, withdrawal, or misapplication of Assets, and including the authority to liquidate or close out any open securities or commodity futures positions of the Receivership Defendants;

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

6. Prevent the inequitable distribution of Assets and determine, adjust, and protect the interests of consumers and creditors who have transacted business with the Receivership Defendants;

7. Manage and administer the business of the Receivership Defendants until further order of this Court by performing all incidental acts that the Receiver deems to be advisable or necessary, which includes retaining, hiring, or dismissing any employees, independent contractors, or agents;

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

9. 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 Defendants prior to the date of entry of this Order, except payments that the Receiver deems necessary or advisable to secure Assets of the Receivership Defendants, such as rental payments;

10. Determine and implement the manner in which the Receivership Defendants will comply with, and prevent violations of, this Order and all other applicable laws, which may include but is not limited to revising sales materials and implementing monitoring procedures;

11. Institute, compromise, adjust, appear in, intervene in, or become party to such actions or proceedings in state, federal or foreign courts that the Receiver deems necessary and advisable to preserve or recover the Assets of the Receivership Defendants or that the Receiver deems necessary and advisable to carry out the Receiver's mandate under this Order;

12. 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 Defendants that the Receiver deems necessary and advisable to preserve the Assets of the Receivership Defendants or that the Receiver deems necessary and advisable to carry out the Receiver's mandate under this Order;

13. Continue and conduct the business of the Receivership Defendants in such manner, to such extent, and for such duration as the Receiver may in good faith deem to be necessary or appropriate to operate the business profitably and lawfully, if at all; provided,

however, that the continuation and conduct of the business shall be conditioned upon the Receiver's good faith determination that the business can be lawfully operated at a profit using the Assets of the receivership estate;

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

15. Open one or more bank accounts in the Middle District of Florida as designated depositories for funds of the Receivership Defendants. The Receiver shall deposit all funds of the Receivership Defendants in such a designated account and shall make all payments and disbursements from the receivership estate from such an account;

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

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

18. File reports with the Court on a timely and reasonable basis.

C. COOPERATION WITH THE RECEIVER

IT IS FURTHER ORDERED that:

1. Defendants, Relief Defendant, and their officers, agents, directors, servants, employees, salespersons, independent contractors, attorneys, corporations, subsidiaries, affiliates, successors, and assigns, and all other persons or entities 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, shall fully cooperate with and assist the Receiver. This cooperation and assistance shall include, but not be limited to:

- a. Providing any information to the Receiver that the Receiver deems necessary to exercising the authority and discharging the responsibilities of the Receiver under this Order, including, but not limited to:

- I. Providing any information to the Receiver, or providing reasonable assistance to the Receiver's efforts to obtain information, that the Receiver deems relevant concerning clients for whom Defendants have provided ACH processing services since 2003 including, if available: (1) the client's name, address, dates of service, merchant application, and all correspondence referring or relating to such clients; (2) return rates generated by Defendants' clients; (3) transaction volumes originated by Defendants on behalf of such clients; (4) revenues earned by Defendants for providing payment processing and other services to such clients; (5) the total amount or level of reserve funds or other funds Defendants withheld from the client for any reason, including, but not limited to, in order to cover anticipated returns of the client's transactions; and (6) identification of the ODFI(s), or any third party service provider, used to service or transmit the transactions or entries;

- b. Providing any password required to access any computer, electronic file, or telephonic data in any medium; or
- c. Advising all persons who owe money to the Receivership Defendants that all debts should be paid directly to the Receiver.

2. Defendants, Relief Defendant, and their officers, agents, directors, servants, employees, salespersons, independent contractors, attorneys, corporations, subsidiaries, affiliates, successors, and assigns, and all other persons or entities 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 restrained and enjoined from directly or indirectly:

- a. Transacting any of the business of the Receivership Defendants;
- b. Destroying, secreting, defacing, transferring, or otherwise altering or disposing of any Documents of the Receivership Defendants, including, but not limited to, books, records, accounts, writings, drawings, graphs, charts, photographs, audio and video recordings, computer records, and other data compilations, electronically-stored records, or any other records of any kind or nature;
- 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 Defendants, or the Receiver;
- d. Excusing debts owed to the Receivership Defendants

e. Failing to notify the Receiver of any Asset, including accounts, of the Receivership Defendants held in any name other than the name of the Receivership Defendants, or by any person or entity other than the Receivership Defendants, or failing to provide any assistance or information requested by the Receiver in connection with obtaining possession, custody, or control of such Assets;

f. Doing any act or refraining from any act whatsoever to interfere with the Receiver's taking custody, control, possession, or managing of the Assets or Documents subject to this receivership; or to harass or interfere with the Receiver in any way; or to interfere in any manner with the exclusive jurisdiction of this Court over the Assets or Documents of the Receivership Defendants; or to refuse 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; or

g. Filing, or causing to be filed, any petition on behalf of any of the Receivership Defendants for relief under the United States Bankruptcy Code, 11 U.S.C. § 101 *et seq.*, without prior permission from this Court.

D. DELIVERY OF RECEIVERSHIP PROPERTY

IT IS FURTHER ORDERED that:

1. Immediately upon service of this Order upon them, or within such period as may be permitted by the Receiver, Defendants, Relief Defendants, or any other person or entity shall transfer or deliver possession, custody, and control of the following to the Receiver:

a. All Assets of the Receivership Defendants;

- b. All Documents of the Receivership Defendants, 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 Assets belonging to members of the public now held by the Receivership Defendants; and
- d. All keys, codes and passwords necessary to gain or to secure access to any Assets or Documents of the Receivership Defendants, including, but not limited to, access to their business premises, means of communication, accounts, computer systems, mail boxes, or other property.

2. In the event 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 thing and to deliver it to the Receiver.

E. TRANSFER OF FUNDS TO THE RECEIVER

IT IS FURTHER ORDERED that, upon service of a copy of this Order, all banks, savings and loan associations, credit unions, depository institutions, finance companies, commercial lending companies, credit card processing agents or agents providing electronic funds transfer services or automated clearing house processing, brokerage houses, escrow agents, money market or mutual funds, title companies, commodity futures merchants, commodity trading companies, precious metal dealers, trustees, or other financial institutions or depositories of any kind, shall cooperate with all reasonable requests of the Receiver relating to implementation of this Order, including transferring funds at his direction and producing records related to the Assets of the Receivership Defendants.

F. STAY OF ACTIONS

IT IS FURTHER ORDERED that:

1. Except by leave of this Court, during pendency of the receivership ordered herein, Defendants, Relief Defendants, and all other persons and entities, except the Receiver, be and hereby are stayed from taking any action to establish or enforce any claim, right, or interest for, against, on behalf of, in, or in the name of, the Receivership Defendants, any of their subsidiaries, affiliates, partnerships, Assets, Documents, or the Receiver or the Receiver's duly authorized agents acting in their capacities as such, including, but not limited to, the following actions:

- a. Commencing, prosecuting, continuing, entering, or enforcing any suit or proceeding, except that such actions may be filed to toll any applicable statute of limitations;
 - b. Accelerating the due date of any obligation or claimed obligation; filing, perfecting or enforcing any lien; taking or attempting to take possession, custody, or control of any Asset; attempting to foreclose, forfeit, alter, or terminate any interest in any Asset, whether such acts are part of a judicial proceeding, are acts of self-help, or otherwise, or setoff of any debt owing to the Receivership Defendants that arose before the date of this Order against any claim against the Receivership Defendants;
 - c. Executing, issuing, serving, or causing the execution, issuance or service of, any legal process, including, but not limited to, attachments, garnishments, subpoenas, writs of replevin, writs of execution, or any other form of process whether specified in this Order or not; or
 - d. Doing any act or thing whatsoever to interfere with the Receiver taking custody, control, possession, or management of the Assets or Documents subject to this receivership, or to harass or interfere with the Receiver in any way, or to interfere in any manner with the exclusive jurisdiction of this Court over the Assets or Documents of the Receivership Defendants.
2. This Order does not stay:

- a. The commencement or continuation of a criminal action or proceeding;
- b. The commencement or continuation of an action or proceeding by a governmental unit to enforce such governmental unit's police or regulatory power; or
- c. 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.

3. Except as otherwise provided in this Order, all persons and entities in need of documentation from the Receiver shall in all instances first attempt to secure such information by submitting a formal written request to the Receiver, and, if such request has not been responded to within thirty (30) days of receipt by the Receiver, any such person or entity may thereafter seek an Order of this Court with regard to the relief requested.

G. 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 or in the possession or control of or which may be received by the Receivership Defendants. 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 this Order. The Receiver shall not increase the hourly rates used as the bases for such fee applications without prior approval of the Court.

H. 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.

I. ACCESS TO DEFENDANTS' BUSINESS PREMISES

IT IS FURTHER ORDERED that Defendants, and their officers, agents, directors, servants, employees, salespersons, independent contractors, attorneys, corporations, subsidiaries, affiliates, successors, and assigns, and all other persons or entities 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, and the Receiver, shall allow the Commission's representatives, agents, and assistants, as well as Defendants' representatives, and Defendants themselves, reasonable access to the premises of the Receivership Defendants, or any other premises where the Receivership Defendants conduct business or telephone sales operations. The purpose of this access shall be to inspect and copy any and all books, records, Documents, accounts, and other property owned by or in the possession of the Receivership Defendants or their agents. The Receiver shall have the discretion to determine the time, manner, and reasonable conditions of such access. The Commission may remove materials from the Defendants' business premises to inspect,

inventory, and copy such materials. The Commission shall return materials so removed within five (5) business days of completing said inventory and copying.

VIII.

EXPEDITED DISCOVERY

IT IS FURTHER ORDERED that, notwithstanding the provisions of Fed. R. Civ. P. 26(d) and (f), the parties may seek discovery from any source at any time after entry of this Order.

IX.

DISTRIBUTION OF ORDER BY DEFENDANTS

IT IS FURTHER ORDERED that Defendants shall immediately provide a copy of this Order to each affiliate, subsidiary, division, sales entity, successor, assign, officer, director, employee, independent contractor, salesperson, agent, attorney, and representative of any Defendant. Within five (5) business days following service of this Order by Plaintiff, Defendants shall serve on Plaintiff, an affidavit identifying the names, titles, addresses, and telephone numbers of the persons and entities Defendants have served with a copy of this Order in compliance with this provision.

X.

SERVICE OF THIS ORDER

IT IS FURTHER ORDERED that copies of this Order may be served by first class mail, overnight delivery, facsimile, electronic mail, or personally, by employees or agents of Plaintiff, upon any bank, savings and loan institution, credit union, financial institution,

brokerage house, escrow agent, retirement fund custodian, money market or mutual fund, title company, commodity trading company, common carrier, storage company, trustee, credit card processing agent, automated clearing house, network transaction processor, bank debit processing agent, commercial mail receiving agency, mail holding or forwarding company, Internet service provider, or any other person, partnership, corporation, or legal entity that may be in possession of any documents, records, assets, property, or property right of any Defendant, and any other person, partnership, corporation, or legal entity that may be subject to any provision of this Order.

XI.

CONSUMER CREDIT REPORTS

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

XII.

RETENTION OF JURISDICTION

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

So Stipulated:

/s James Davis

JAMES H. DAVIS
DAVID A. O'TOOLE
Federal Trade Commission
55 E. Monroe Street, Suite 1860
Chicago, Illinois 60603
Telephone No. (312) 960-5634
Facsimile No. (312) 960-5600
Email: jdavis@ftc.gov
dotoole@ftc.gov

Attorneys for Plaintiff

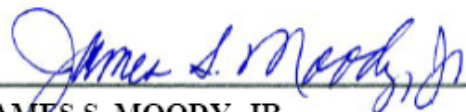
/s Andrew N. Cove

ANDREW COVE
Cove & Associates P.A.
225 South 21st Avenue
Hollywood, Florida 33020
Telephone No. (954) 921-1121
Facsimile No. (954) 921-1621
Email: anc@covelaw.com
Attorney for Defendant Ira Rubin

s/ Bjorn E. Brunvand

BJORN E. BRUNVAND, P.A.
615 Turner Street
Clearwater, Florida 33756
Telephone No. (727) 446-7505
Facsimile No. (727) 446-8147
Email: bbrunvan@tampabay.rr.com
Florida Bar No. 831077
Attorney for the Relief Defendant

DONE and ORDERED in Tampa, Florida on January 11, 2007.



JAMES S. MOODY, JR.
UNITED STATES DISTRICT JUDGE