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**IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

FEDERAL TRADE COMMISSION,
Plaintiff,
vs.
DIGITAL ALTITUDE LLC, ET AL.,
Defendants.

No. 2:18-cv-00729 JAK (MRWx)
**STIPULATED ORDER FOR
PERMANENT INJUNCTION AND
MONETARY JUDGMENT
AGAINST MORGAN JOHNSON**

JS-6: Morgan Johnson Only

This matter comes before the court upon the stipulation of Plaintiff, the Federal Trade Commission (“FTC” or “Commission”), and Settling Defendant Morgan Johnson (“Johnson”) for the entry of a Permanent Injunction against Johnson.

On January 29, 2018, the FTC filed its Complaint for a Permanent Injunction And Other Relief pursuant to Section 13(b) of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. § 53(b) (Dkt. 1). Pursuant to Fed. R. Civ. P. 65(b), the FTC also filed an ex parte application for a temporary restraining order, asset freeze, other equitable relief, and an order to show cause why a preliminary injunction should not issue against Digital Altitude LLC, Digital Altitude Limited, Aspire Processing LLC, Aspire Processing Limited, Aspire Ventures Ltd, Disc Enterprises Inc., RISE Systems & Enterprise LLC (Utah), RISE

1 Systems & Enterprise LLC (Nevada), Soar International Limited Liability
2 Company, The Upside, LLC, Thermography for Life, LLC, d/b/a Living
3 Exceptionally, Inc., Michael Force, Mary Dee, Morgan Johnson, Alan Moore, and
4 Sean Brown (collectively, “Defendants”). Dkt. 5.

5 The Court granted the application, issuing a temporary restraining order
6 (“TRO”) on February 1, 2018, including an asset freeze, appointment of a receiver,
7 immediate access to Defendants’ business premises, and other temporary relief.
8 Dkt. 34. The TRO also ordered Defendants to appear on February 15, 2018 and
9 show cause why a preliminary injunction should not issue against them. The
10 parties stipulated to a continuance of the show cause hearing and the court granted
11 that request, extending the TRO and continuing the hearing to March 5, 2018. Dkt.
12 61. Prior to the hearing, the FTC and Defendant Johnson agreed to the entry of a
13 preliminary injunction for the duration of this litigation. This Court entered a
14 Preliminary Injunction on March 1, 2018. Dkt. 91. The Commission and Defendant
15 Johnson now stipulate to the entry of this Stipulated Order for Permanent
16 Injunction and Monetary Judgment (“Order”) to resolve all matters in dispute in
17 this action between them.

18 THEREFORE, IT IS ORDERED as follows:

19 **FINDINGS**

20 A. This Court has jurisdiction over this matter.

21 B. The Complaint charges that Defendant Johnson participated in
22 deceptive acts or practices in violation of Section 5 of the FTC Act, 15 U.S.C. § 45.

23 C. Defendant Johnson neither admits nor denies any of the allegations in
24 the Complaint, except as specifically stated in this Order. Only for purposes of this
25 action, Defendant admits the facts necessary to establish jurisdiction.

26 D. Defendant Johnson waives any claim that she may have under the
27 Equal Access to Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this
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1 action through the date of this Order, and agrees to bear her own costs and attorney
2 fees.

3 E. Defendant Johnson and the Commission waive all rights to appeal or
4 otherwise challenge or contest the validity of this Order.

5 **DEFINITIONS**

6 For the purpose of this Order, the following definitions apply:

7 A. **“Acquirer”** or **“Acquiring Bank”** means a business organization,
8 Financial Institution, or an agent of a business organization or Financial Institution
9 that has authority from an organization that operates or licenses a credit card
10 system (e.g., Visa, MasterCard, American Express or Discover) to authorize
11 Merchants to accept, transmit, or process payment by credit card through the credit
12 card system for money, products, or anything else of value.

13 B. **“Business Coaching Program”** means any program, plan, or product,
14 including those related to work-at-home-opportunities, that is represented,
15 expressly or by implication, to train or teach a participant or purchaser how to
16 establish a business or earn money or other consideration through a business or
17 other activity.

18 C. **“Corporate Defendants”** means Digital Altitude LLC; Digital
19 Altitude Limited; Aspire Processing LLC; Aspire Processing Limited; Aspire
20 Ventures Ltd; Disc Enterprises Inc.; RISE Systems & Enterprise LLC (Utah);
21 RISE Systems & Enterprise LLC (Nevada); Soar International Limited Liability
22 Company; The Upside, LLC; Thermography for Life, LLC, d/b/a Living
23 Exceptionally, Inc., and each of their subsidiaries, affiliates, successors, and
24 assigns.

25 D. **“Credit Card Laundering”** means: (a) presenting or depositing into,
26 or causing or allowing another to present or deposit into, the credit card system for
27 payment, a Credit Card Sales Draft generated by a transaction that is not the result
28 of a credit card transaction between the cardholder and the Merchant; (b)

1 employing, soliciting, or otherwise causing or allowing a Merchant, or an
2 employee, representative, or agent of a Merchant, to present to or deposit into the
3 credit card system for payment, a Credit Card Sales Draft generated by a
4 transaction that is not the result of a credit card transaction between the cardholder
5 and the Merchant; or (c) obtaining access to the credit card system through the use
6 of a business relationship or an affiliation with a Merchant, when such access is not
7 authorized by the Merchant Account agreement or the applicable credit card
8 system.

9 E. **“Credit Card Sales Draft”** means any record or evidence of a credit
10 card transaction.

11 F. **“Defendant(s)”** means all of the Individual Defendants and the
12 Corporate Defendants, individually, collectively, or in any combination.

13 G. **“Financial Institution”** means any institution the business of which is
14 engaging in financial activities as described in section 4(k) of the Bank Holding
15 Company Act of 1956 (12 U.S.C. § 1843(k)). An institution that is significantly
16 engaged in financial activities is a Financial Institution.

17 H. **“Individual Defendant(s)”** means Michael Force, Mary Dee,
18 Morgan Johnson, Alan Moore, and Sean Brown.

19 I. **“Investment Opportunity”** means anything, tangible or intangible,
20 that is offered, offered for sale, sold, or traded based wholly or in part on
21 representations, either express or implied, about past, present, or future income,
22 profit, or appreciation.

23 J. **“Merchant”** means (a) any Person or entity engaged in the sale or
24 marketing of any goods or services, or soliciting a charitable contribution, or (b)
25 any Person or entity who applies for or obtains Payment Processing services.

26 K. **“Merchant Account”** means any account with an Acquiring Bank or
27 other Financial Institution, service provider, payment processor, independent sales
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1 organization, or other entity that enables an individual, a business, or other
2 organization to accept payments of any kind.

3 L. **“Payment Processing”** means providing a Person, directly or
4 indirectly, with the means used to charge or debit accounts through the use of any
5 payment method or mechanism, including, but not limited to, remotely created
6 payment orders, remotely created checks, ACH debits, or debit, credit, prepaid, or
7 stored value cards. Whether accomplished through the use of software or
8 otherwise, Payment Processing includes, among other things: (a) reviewing and
9 approving Merchant applications for payment processing services; (b) providing
10 the means to transmit sales transactions data from Merchants to Acquiring Banks
11 or other Financial Institutions; (c) clearing, settling, or distributing proceeds of
12 sales transactions from Acquiring Banks or Financial Institutions to Merchants; or
13 (d) processing chargebacks or returned remotely created payment orders, remotely
14 created checks, or ACH checks.

15 M. **“Person”** means a natural person, organization, or other legal entity,
16 including a corporation, limited liability company, partnership, proprietorship,
17 association, cooperative, government or governmental subdivision or agency, or
18 any other group or combination acting as an entity.

19 N. **“Settling Defendant”** means Morgan Johnson.

20 **ORDER**

21 **I. PROHIBITIONS RELATED TO THE SALE OF BUSINESS**
22 **COACHING PROGRAMS AND INVESTMENT OPPORTUNITIES**

23 **IT IS ORDERED** that Settling Defendant is permanently restrained and
24 enjoined from:

25 A. Creating, advertising, marketing, promoting, offering for sale, or
26 selling, or assisting others in creating, advertising, marketing, promoting, offering
27 for sale, or selling any Business Coaching Program or any Investment Opportunity;
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1 B. Holding, directly or through a third-Person, any ownership or other
2 financial interest in any business entity that is creating, advertising, marketing,
3 promoting, offering for sale, or selling, or that assists others in creating,
4 advertising, marketing, promoting, offering for sale, or selling any Business
5 Coaching Program, any Investment Opportunity, or any product to assist in the
6 creation or development of a Business Coaching Program or an Investment
7 Opportunity.

8 **II. PROHIBITIONS RELATED TO MERCHANT ACCOUNTS**

9 **IT IS FURTHER ORDERED** that Settling Defendant is permanently
10 restrained and enjoined from:

- 11 A. Credit Card Laundering;
- 12 B. Making, or assisting others in making, directly or by implication, any
13 false or misleading statement in order to obtain Payment Processing services;
- 14 C. Failing to disclose to an Acquiring Bank or other Financial Institution,
15 service provider, payment processor, independent sales organization, or other entity
16 that enables a Person to accept payments of any kind any material information
17 related to a Merchant Account including, but not limited to, the identity of any
18 owner, manager, director, or officer of the applicant for or holder of a Merchant
19 Account, and any connection between an owner, manager, director, or officer of the
20 applicant for or holder of a Merchant Account and any third person who has been
21 or is placed in a Merchant Account monitoring program, had a Merchant Account
22 terminated by a payment processor or a Financial Institution, or has been fined or
23 otherwise disciplined in connection with a Merchant Account by a payment
24 processor or a Financial Institution; and
- 25 D. Engaging in any tactics to avoid fraud and risk monitoring programs
26 established by any Financial Institution, Acquiring Bank, or the operators of any
27 payment system, including, but not limited to, tactics such as balancing or
28 distributing sales transactions among multiple Merchant Accounts or merchant

1 | billing descriptors; splitting a single sales transaction into multiple smaller
2 | transactions; or using a shell company to apply for a Merchant Account.

3 | **III. PROHIBITION AGAINST MISREPRESENTATIONS**

4 | **IT IS FURTHER ORDERED** that Settling Defendant, Defendants’
5 | officers, agents, employees, and attorneys, and all other Persons in active concert
6 | or participation with any of them, who receive actual notice of this Order, whether
7 | acting directly or indirectly, in connection with the advertising, marketing,
8 | promoting, or offering for sale of any good or service, are permanently restrained
9 | and enjoined from misrepresenting or assisting others in misrepresenting, expressly
10 | or by implication, any material fact, including, but not limited to:

11 | A. Consumers who purchase Defendants’ goods or services will earn or
12 | are likely to earn substantial income;

13 | B. Consumers who purchase Defendants’ goods or services will receive
14 | business coaching that will provide what the consumers need to build a successful
15 | online business; and

16 | C. Any other fact material to consumers concerning any good or service,
17 | such as: the total costs; any refund policy; any material restrictions, limitations, or
18 | conditions; or any material aspect of its performance, efficacy, nature, or central
19 | characteristics.

20 | **IV. MONETARY JUDGMENT AND SUSPENSION**

21 | A. Judgment in the amount of fifty-four million Dollars (\$54,000,000) is
22 | entered in favor of the Commission against Settling Defendant as equitable
23 | monetary relief.

24 | B. The judgment is suspended, subject to the Subsections below.

25 | C. The Commission’s agreement to the suspension of the judgment is
26 | expressly premised upon the truthfulness, accuracy, and completeness of Settling
27 | Defendant’s sworn financial statements and related documents (collectively,
28 | “financial representations”) submitted to the Commission, namely:

1 1. the Financial Statement of Settling Defendant signed by Morgan
2 Johnson on February 18, 2018, including the attachments;

3 2. the additional documentation submitted by email from Settling
4 Defendant Johnson to Commission counsel Andrew Hudson, Laura Basford, and
5 Jody Goodman on February 28, 2018, attaching bank statements and other
6 financial documents;

7 3. the additional documentation submitted by email from Settling
8 Defendant Johnson to Commission counsel Andrew Hudson, Laura Basford, and
9 Jody Goodman on March 19, 2018, attaching tax documents;

10 4. the additional documentation submitted by secure file transfer from
11 Settling Defendant Johnson to Commission counsel Andrew Hudson, Laura
12 Basford, and Jody Goodman on April 11, 2018, attaching bank statements; and

13 5. Settling Defendant Johnson's sworn declaration dated April 17, 2018
14 regarding certain financial matters.

15 D. The suspension of the judgment will be lifted as to Settling Defendant
16 if, upon motion by the Commission, the Court finds that Settling Defendant failed
17 to disclose any material asset, materially misstated the value of any asset, or made
18 any other material misstatement or omission in the financial representations
19 identified above.

20 E. If the suspension of the judgment is lifted, the judgment becomes
21 immediately due as to Settling Defendant in the amount specified in Subsection A
22 above (which the parties stipulate only for purposes of this Section represents the
23 consumer injury alleged in the Complaint), less any payment previously made
24 pursuant to this Section, and any payment(s) made by or on behalf of any other
25 Defendant to the Commission pursuant to a Final Order in this action as to such
26 Defendant, plus interest computed from the date of entry of this Order.

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1 F. Settling Defendant relinquishes dominion and all legal and equitable
2 right, title, and interest in all assets transferred pursuant to this Order and may not
3 seek the return of any assets.

4 G. The facts alleged in the Complaint will be taken as true, without
5 further proof, in any subsequent civil litigation by or on behalf of the Commission,
6 including in a proceeding to enforce its rights to any payment or monetary
7 judgment pursuant to this Order, such as a nondischargeability complaint in any
8 bankruptcy case.

9 H. The facts alleged in the Complaint establish all elements necessary to
10 sustain an action by the Commission pursuant to Section 523(a)(2)(A) of the
11 Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A), and this Order will have collateral
12 estoppel effect for such purposes.

13 I. Settling Defendant acknowledges that her Taxpayer Identification
14 Number (Social Security Number), which Settling Defendant previously submitted
15 to the Commission, may be used for collecting and reporting on any delinquent
16 amount arising out of this Order, in accordance with 31 U.S.C. §7701.

17 J. All money paid to the Commission pursuant to this Order may be
18 deposited into a fund administered by the Commission or its designee to be used
19 for equitable relief, including consumer redress and any attendant expenses for the
20 administration of any redress fund. If a representative of the Commission decides
21 that direct redress to consumers is wholly or partially impracticable or money
22 remains after redress is completed, the Commission may apply any remaining
23 money for such other equitable relief (including consumer information remedies)
24 as it determines to be reasonably related to Defendants' practices alleged in the
25 Complaint. Any money not used for such equitable relief is to be deposited to the
26 U.S. Treasury as disgorgement. Settling Defendant has no right to challenge any
27 actions the Commission or its representatives may take pursuant to this Subsection.

28 K. The asset freeze is dissolved as to Defendant Johnson.

1 **V. CUSTOMER INFORMATION**

2 **IT IS FURTHER ORDERED** that Settling Defendant, and all other
3 Persons in active concert or participation with her, who receive actual notice of this
4 Order, whether acting directly or indirectly, are permanently restrained and
5 enjoined from:

6 A. Failing to provide sufficient customer information to enable the
7 Commission to efficiently administer consumer redress. If a representative of the
8 Commission requests in writing any information related to redress, Settling
9 Defendant must provide it, in the form prescribed by the Commission, within 14
10 days; and

11 B. Disclosing, using, or benefitting from customer information, including
12 the name, address, birth date, telephone number, email address, credit card number,
13 bank account number, Social Security number, other identifying information, or
14 any data that enables access to a customer's account (including a credit card, bank
15 account, or other financial account), that any Defendant obtained prior to entry of
16 this Order in connection with any activity that pertains to the sale of money-
17 making opportunities and/or purported educational or coaching products or
18 services provided online; and

19 C. Failing to destroy such customer information in all forms in Settling
20 Defendant's possession, custody, or control within 30 days after receipt of written
21 direction to do so from a representative of the Commission.

22 Provided, however, that customer information need not be disposed of, and
23 may be disclosed, to the extent requested by a government agency or required by
24 law, regulation, or court order.

25 **VI. COOPERATION**

26 **IT IS FURTHER ORDERED** that Settling Defendant must fully cooperate
27 with representatives of the Commission in this case and in any investigation related
28 to or associated with the transactions or the occurrences that are the subject of the

1 | Complaint. Settling Defendant must provide truthful and complete information,
2 | evidence, and testimony. Settling Defendant must appear for interviews, discovery,
3 | hearings, trials, and any other proceedings that a Commission representative may
4 | reasonably request upon 5 days written notice, or other reasonable notice, at such
5 | places and times as a Commission representative may designate, without the
6 | service of a subpoena.

7 | **VII. ORDER ACKNOWLEDGMENTS**

8 | **IT IS FURTHER ORDERED** that Settling Defendant obtain
9 | acknowledgments of receipt of this Order:

10 | A. Settling Defendant, within 7 days of entry of this Order, must submit
11 | to the Commission an acknowledgment of receipt of this Order sworn under
12 | penalty of perjury.

13 | B. For 20 years after entry of this Order, Settling Defendant, for any
14 | business that she, individually or collectively with any other Defendant, is the
15 | majority owner of or controls directly or indirectly, must deliver a copy of this
16 | Order to: (1) all principals, officers, directors, and LLC managers and members;
17 | (2) all employees having managerial responsibilities for conduct related to the
18 | subject matter of the Order and agents and representatives who participate in
19 | conduct related to the subject matter of the Order; and (3) any business entity
20 | resulting from any change in structure as set forth in the Section titled Compliance
21 | Reporting. Delivery must occur within seven (7) calendar days of entry of this
22 | Order for current personnel. For all others, delivery must occur before they
23 | assume their responsibilities.

24 | C. From each individual or entity to which Settling Defendant delivered
25 | a copy of this Order, Settling Defendant must obtain, within 30 days, a signed and
26 | dated acknowledgment of receipt of this Order.

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1 **VIII. COMPLIANCE REPORTING**

2 **IT IS FURTHER ORDERED** that Settling Defendant make timely
3 submissions to the Commission:

4 A. One year after entry of this Order, Settling Defendant must submit a
5 compliance report, sworn under penalty of perjury. In the report, Settling
6 Defendant must: (a) identify the primary physical, postal, and email address and
7 telephone number, as designated points of contact, which representatives of the
8 Commission may use to communicate with Settling Defendant; (b) identify all of
9 Settling Defendant's businesses by all of their names, telephone numbers, and
10 physical, postal, email, and Internet addresses; (c) describe the activities of each
11 business, including the goods and services offered, the means of advertising,
12 marketing, and sales, and the involvement of any other Defendant (which Settling
13 Defendant must describe if she knows or should know due to her own
14 involvement); (d) describe in detail whether and how Settling Defendant is in
15 compliance with each Section of this Order; (e) provide a copy of each Order
16 Acknowledgment obtained pursuant to this Order, unless previously submitted to
17 the Commission; (f) identify all telephone numbers and all physical, postal, email
18 and Internet addresses, including all residences; (g) identify all business activities,
19 including any business for which Settling Defendant performs services whether as
20 an employee or otherwise and any entity in which Settling Defendant has any
21 ownership interest; and (h) describe in detail Settling Defendant's involvement in
22 each such business, including title, role, responsibilities, participation, authority,
23 control, and any ownership.

24 B. For 20 years after entry of this Order, Settling Defendant must submit
25 a compliance notice, sworn under penalty of perjury, within 14 days of any change
26 in the following:

27 1) any designated point of contact;

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- 1 2) the structure of any entity that Settling Defendant has any
2 ownership interest in or controls directly or indirectly that may
3 affect compliance obligations arising under this Order,
4 including: creation, merger, sale, or dissolution of the entity or
5 any subsidiary, parent, or affiliate that engages in any acts or
6 practices subject to this Order;
- 7 3) name, including aliases or fictitious name, or residence address;
8 or
- 9 4) title or role in any business activity, including any business for
10 which Settling Defendant performs services whether as an
11 employee or otherwise and any entity in which Settling
12 Defendant has any ownership interest, and identify the name,
13 physical address, and any internet address of the business or
14 entity.

15 C. Settling Defendant must submit to the Commission notice of the filing
16 of any bankruptcy petition, insolvency proceeding, or similar proceeding by or
17 against her within 14 days of its filing.

18 D. Any submission to the Commission required by this Order to be
19 sworn under penalty of perjury must be true and accurate and comply with 28
20 U.S.C. § 1746, such as by concluding: “I declare under penalty of perjury under
21 the laws of the United States of America that the foregoing is true and correct.
22 Executed on: _____” and supplying the date, signatory’s full name, title (if
23 applicable), and signature.

24 E. Unless otherwise directed by a Commission representative in writing,
25 all submissions to the Commission pursuant to this Order must be emailed to
26 DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to:
27 Associate Director for Enforcement, Bureau of Consumer Protection, Federal
28 Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580. The

1 subject line must begin: FTC v. Digital Altitude, et al. (Morgan Johnson), No.
2 X180021.

3 **IX. RECORDKEEPING**

4 **IT IS FURTHER ORDERED** that Settling Defendant must create certain
5 records for 20 years after entry of the Order, and retain each such record for 5
6 years. Specifically, for any business that Settling Defendant, individually or
7 collectively with any other Defendants, is a majority owner or controls directly or
8 indirectly, must create and retain the following records:

9 A. accounting records showing the revenues from all goods or services
10 sold;

11 B. personnel records showing, for each person providing services,
12 whether as an employee or otherwise, that person's: name; addresses; telephone
13 numbers; job title or position; dates of service; and (if applicable) the reason for
14 termination;

15 C. records of all consumer complaints and refund requests, whether
16 received directly or indirectly, such as through a third party, and any response;

17 D. all records necessary to demonstrate full compliance with each
18 provision of this Order, including all submissions to the Commission; and

19 E. a copy of each unique advertisement or other marketing material.

20 **X. COMPLIANCE MONITORING**

21 **IT IS FURTHER ORDERED** that, for the purpose of monitoring Settling
22 Defendant's compliance with this Order, including the financial representations
23 upon which part of the judgment was suspended, and any failure to transfer any
24 assets as required by this Order:

25 A. Within 14 days of receipt of a written request from a representative of
26 the Commission, Settling Defendant must: submit additional compliance reports
27 or other requested information, which must be sworn under penalty of perjury;
28 appear for depositions; and produce documents for inspection and copying. The

1 Commission is also authorized to obtain discovery, without further leave of court,
2 using any of the procedures prescribed by Federal Rules of Civil Procedure 29, 30
3 (including telephonic depositions), 31, 33, 34, 36, 45, and 69.

4 B. For matters concerning this Order, the Commission is authorized to
5 communicate directly with Settling Defendant. Settling Defendant must permit
6 representatives of the Commission to interview any employee or other person
7 affiliated with any Defendant who has agreed to such an interview. The person
8 interviewed may have counsel present.

9 C. The Commission may use all other lawful means, including posing,
10 through its representatives as consumers, suppliers, or other individuals or entities,
11 to Settling Defendant or any individual or entity affiliated with Defendants,
12 without the necessity of identification or prior notice. Nothing in this Order limits
13 the Commission's lawful use of compulsory process, pursuant to Sections 9 and 20
14 of the FTC Act, 15 U.S.C. §§ 49, 57b-1.

15 D. Upon written request from a representative of the Commission, any
16 consumer reporting agency must furnish consumer reports concerning Defendant
17 Johnson, pursuant to Section 604(1) of the Fair Credit Reporting Act, 15 U.S.C.
18 §1681b(a)(1).

19 **XI. RETENTION OF JURISDICTION**

20 **IT IS FURTHER ORDERED** that this Court shall retain jurisdiction of this
21 matter for purposes of construction, modification, and enforcement of this Order.

22 **XII. LIMITED EFFECT OF THIS ORDER**

23 **IT IS FURTHER ORDERED** that this Order is entered pursuant to the
24 stipulation of the Settling Defendant and the FTC. The approval of the terms of this
25 Order will not affect a later determination as to whether the same or similar terms
26 proposed by the FTC are appropriate with respect to a defendant who has defaulted
27 in this matter, or whose liability is determined through proceedings in this matter.
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1 Any such later determinations will be made based on a de novo review of the
2 relevant facts and circumstances.

3 **IT IS SO ORDERED.**

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5 Dated: July 5, 2018

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JOHN A. KRONSTADT
UNITED STATES DISTRICT JUDGE

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