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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

FEDERAL TRADE COMMISSION,  
  
Plaintiff,  
  
v.  
  
DAMIAN KUTZNER, et al.  
  
Defendants.

**SACV16-00999-BRO (AFMx)  
STIPULATED ORDER FOR  
PERMANENT INJUNCTION AND  
OTHER EQUITABLE RELIEF AS  
TO DEFENDANT R. GEOFFREY  
BRODERICK**

Plaintiff, the Federal Trade Commission (“Commission” or “FTC”), filed its Complaint for Permanent Injunction and Other Equitable Relief (“Complaint”), pursuant to Section 13(b) of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. § 53(b), and the 2009 Omnibus Appropriations Act, Public Law 111-8, Section 626, 123 Stat. 524, 678 (Mar. 11, 2009) (“Omnibus Act”), as clarified by the Credit Card Accountability Responsibility and Disclosure Act of 2009, Public Law 111-24, Section 511, 123 Stat. 1734, 1763-64 (Mar. 22, 2009) (“Credit Card Act”), and amended by the Dodd-Frank Wall Street Reform and Consumer Protection Act, Public Law 111-203, Section 1097, 124 Stat. 1376, 2102-03 (July 21, 2010) (“Dodd-Frank Act”), 12 U.S.C. § 5538.

The FTC also alleges that R. Geoffrey Broderick violated the Temporary Restraining Order, DE 23, and Preliminary Injunctions, DE 57 & 59, entered against him and the Corporate Defendants by this Court by withdrawing funds

1 from frozen bank accounts held at US Bank N.A. in the name of the Corporate  
2 Defendants. The FTC alleges that R. Geoffrey Broderick further held these funds  
3 and failed to report them on his court-ordered financial statement and, after the  
4 FTC learned of the withdrawals, has failed to return the money to the court-  
5 appointed Receiver.

6 The Commission and R. Geoffrey Broderick stipulate to the entry of this  
7 Stipulated Order for Permanent Injunction and Other Equitable Relief (“Order”) to  
8 resolve all matters in dispute in this action between them.

9 **THEREFORE, IT IS ORDERED** as follows:

10 **FINDINGS**

11 1. This Court has jurisdiction over this matter.

12 2. The Complaint charges that Defendants participated in deceptive acts  
13 or practices in violation of Section 5 of the FTC Act, 15 U.S.C. § 45, and otherwise  
14 violated the Mortgage Assistance Relief Services Rule (“MARS Rule”), 16 C.F.R.  
15 Part 322, recodified as Mortgage Assistance Relief Services, 12 C.F.R. Part 1015  
16 (“Regulation O”).

17 3. R. Geoffrey Broderick neither admits nor denies any of the allegations  
18 in the Complaint, except as specifically stated in this Order. Only for purposes of  
19 this action, he admits the facts necessary to establish jurisdiction.

20 4. R. Geoffrey Broderick waives any claim that he may have under the  
21 Equal Access to Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this  
22 action through the date of this Order, and agrees to bear his own costs and attorney  
23 fees.

24 5. R. Geoffrey Broderick and the Commission waive all rights to appeal  
25 or otherwise challenge or contest the validity of this Order.

26 **DEFINITIONS**

27 For the purposes of this Order, the following definitions apply:  
28

1           A.    **“Assisting others”** includes:

- 2                   1.    performing customer service functions, including receiving or  
3                   responding to consumer complaints;
- 4                   2.    formulating or providing, or arranging for the formulation or  
5                   provision of, any advertising or marketing material, including  
6                   any telephone sales script, direct mail solicitation, or the design,  
7                   text, or use of images of any Internet website, email, or other  
8                   electronic communication;
- 9                   3.    formulating or providing, or arranging for the formulation or  
10                  provision of, any marketing support material or service,  
11                  including web or Internet Protocol addresses or domain name  
12                  registration for any Internet websites, affiliate marketing  
13                  services, or media placement services;
- 14                  4.    providing names of, or assisting in the generation of, potential  
15                  customers;
- 16                  5.    performing marketing, billing, or payment services of any kind;  
17                  or
- 18                  6.    acting or serving as an owner, officer, director, manager, or  
19                  principal of any entity.

20           B.    **“Corporate Defendants”** means Brookstone Law P.C. (California),  
21 Brookstone Law P.C. (Nevada), Advantis Law P.C., and Advantis Law Group  
22 P.C., and their successors and assigns.

23           C.    **“Defendants”** means all of the Individual Defendants and the  
24 Corporate Defendants, individually, collectively, or in any combination.

25           D.    **“Financial product or service”** means any product, service, plan, or  
26 program represented, expressly or by implication, to:

- 1 1. provide any consumer, arrange for any consumer to receive, or  
2 assist any consumer in receiving, a loan or other extension of  
3 credit;
- 4 2. provide any consumer, arrange for any consumer to receive, or  
5 assist any consumer in receiving, credit, debit, or stored value  
6 cards;
- 7 3. improve, repair, or arrange to improve or repair, any  
8 consumer's credit record, credit history, or credit rating; or
- 9 4. provide advice or assistance to improve any consumer's credit  
10 record, credit history, or credit rating.

11 E. **“Individual Defendants”** means Damian Kutzner, Jeremy Foti, Vito  
12 Torchia Jr., Jonathan Tarkowski, R. Geoffrey Broderick, and Charles T. Marshall.

13 F. **“Person”** includes a natural person, organization, or other legal entity,  
14 including a corporation, partnership, proprietorship, association, cooperative, or  
15 any other group or combination acting as an entity.

16 G. **“Secured or unsecured debt relief product or service”** means:

- 17 1. With respect to any mortgage, loan, debt, or obligation between  
18 a person and one or more secured or unsecured creditors or debt  
19 collectors, any product, service, plan, or program represented,  
20 expressly or by implication, to:
  - 21 a. stop, prevent, or postpone any mortgage or deed of  
22 foreclosure sale for a person's dwelling, any other sale of  
23 collateral, any repossession of a person's dwelling or  
24 other collateral, or otherwise save a person's dwelling or  
25 other collateral from foreclosure or repossession;
  - 26 b. negotiate, obtain, or arrange a modification, or  
27 renegotiate, settle, or in any way alter any terms of the  
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1 mortgage, loan, debt, or obligation, including a reduction  
2 in the amount of interest, principal balance, monthly  
3 payments, or fees owed by a person to a secured or  
4 unsecured creditor or debt collector;

- 5 c. obtain any forbearance or modification in the timing of  
6 payments from any secured or unsecured holder or  
7 servicer of any mortgage, loan, debt, or obligation;
- 8 d. negotiate, obtain, or arrange any extension of the period  
9 of time within which a person may (i) cure his or her  
10 default on the mortgage, loan, debt, or obligation, (ii)  
11 reinstate his or her mortgage, loan, debt, or obligation,  
12 (iii) redeem a dwelling or other collateral, or (iv) exercise  
13 any right to reinstate the mortgage, loan, debt, or  
14 obligation or redeem a dwelling or other collateral;
- 15 e. obtain any waiver of an acceleration clause or balloon  
16 payment contained in any promissory note or contract  
17 secured by any dwelling or other collateral; or
- 18 f. negotiate, obtain, or arrange (i) a short sale of a dwelling  
19 or other collateral, (ii) a deed-in-lieu of foreclosure, or  
20 (iii) any other disposition of a mortgage, loan, debt, or  
21 obligation other than a sale to a third party that is not the  
22 secured or unsecured loan holder.

23 The foregoing shall include any manner of claimed assistance,  
24 including auditing or examining a person's application for the  
25 mortgage, loan, debt, or obligation.

- 26 2. With respect to any loan, debt, or obligation between a person  
27 and one or more unsecured creditors or debt collectors, any  
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1 product, service, plan, or program represented, expressly or by  
2 implication, to:

- 3 a. repay one or more unsecured loans, debts, or obligations;  
4 or  
5 b. combine unsecured loans, debts, or obligations into one  
6 or more new loans, debts, or obligations.

7 **ORDER**

8 **I. BAN ON SECURED AND UNSECURED DEBT RELIEF PRODUCTS**  
9 **AND SERVICES**

10 **IT IS ORDERED** that R. Geoffrey Broderick is permanently restrained and  
11 enjoined from advertising, marketing, promoting, offering for sale, or selling, or  
12 assisting others in the advertising, marketing, promoting, offering for sale, or  
13 selling, of any secured or unsecured debt relief product or service.

14 **II. PROHIBITION AGAINST MISREPRESENTATIONS RELATING**  
15 **TO FINANCIAL PRODUCTS AND SERVICES**

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

23 A. the terms or rates that are available for any loan or other extension of  
24 credit, including:

- 25 1. closing costs or other fees;  
26 2. the payment schedule, monthly payment amount(s), any balloon  
27 payment, or other payment terms;  
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- 1 3. the interest rate(s), annual percentage rate(s), or finance
- 2 charge(s), and whether they are fixed or adjustable;
- 3 4. the loan amount, credit amount, draw amount, or outstanding
- 4 balance; the loan term, draw period, or maturity; or any other
- 5 term of credit;
- 6 5. the amount of cash to be disbursed to the borrower out of the
- 7 proceeds, or the amount of cash to be disbursed on behalf of the
- 8 borrower to any third parties;
- 9 6. whether any specified minimum payment amount covers both
- 10 interest and principal, and whether the credit has or can result in
- 11 negative amortization; or
- 12 7. that the credit does not have a prepayment penalty or whether
- 13 subsequent refinancing may trigger a prepayment penalty
- 14 and/or other fees;

15 B. the ability to improve or otherwise affect a consumer's credit record,  
16 credit history, credit rating, or ability to obtain credit, including that a consumer's  
17 credit record, credit history, credit rating, or ability to obtain credit can be  
18 improved by permanently removing current, accurate negative information from  
19 the consumer's credit record or history;

20 C. that a consumer will receive legal representation; or

21 D. any other fact material to consumers concerning any good or service,  
22 such as: the total costs; any material restrictions, limitations, or conditions; or any  
23 material aspect of its performance, efficacy, nature, or central characteristics.

24 **III. PROHIBITION AGAINST MISREPRESENTATIONS RELATING**  
25 **TO ANY PRODUCTS OR SERVICES**

26 **IT IS FURTHER ORDERED** that R. Geoffrey Broderick, his officers,  
27 agents, employees, and attorneys, and all other persons in active concert or  
28 participation with any of them, who receive actual notice of this Order, whether

1 acting directly or indirectly, in connection with the advertising, marketing,  
2 promoting, offering for sale, or selling of any product, service, plan, or program,  
3 are permanently restrained and enjoined from misrepresenting, or assisting others  
4 in misrepresenting, expressly or by implication:

5 A. the likelihood of obtaining any relief for consumers;

6 B. that consumers will be added to a lawsuit;

7 C. any material aspect of the nature or terms of any refund, cancellation,  
8 exchange, or repurchase policy, including the likelihood of a consumer obtaining a  
9 full or partial refund, or the circumstances in which a full or partial refund will be  
10 granted to the consumer;

11 D. that any person is affiliated with, endorsed or approved by, or  
12 otherwise connected to any other person; government entity; public, non-profit, or  
13 other non-commercial program; or any other program;

14 E. the nature, expertise, position, or job title of any person who provides  
15 any product, service, plan, or program;

16 F. the person who will provide any product, service, plan, or program to  
17 any consumer;

18 G. that any person providing a testimonial has purchased, received, or  
19 used the product, service, plan, or program;

20 H. that the experience represented in a testimonial of the product, service,  
21 plan, or program represents the person's actual experience resulting from the use of  
22 the product, service, plan, or program under the circumstances depicted in the  
23 advertisement; or

24 I. any other fact material to consumers concerning any good or service,  
25 such as: the total costs; any material restrictions, limitations, or conditions; or any  
26 material aspect of its performance, efficacy, nature, or central characteristics.



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**IV. MONETARY JUDGMENT**

**IT IS FURTHER ORDERED** that judgment in the amount of One Million Nine Hundred Eleven Thousand Seven Hundred Forty Two Dollars and Nine Cents (\$1,911,742.09), is entered, jointly and severally, in favor of the Commission against R. Geoffrey Broderick, as equitable monetary relief. R. Geoffrey Broderick is ordered to pay the FTC this amount immediately upon the entry of this Order.

**V. ADDITIONAL MONETARY PROVISIONS**

**IT IS FURTHER ORDERED** that:

A. R. Geoffrey Broderick relinquish dominion and all legal and equitable right, title, and interest in all assets transferred pursuant to this Order and may not seek the return of any assets.

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

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

D. R. Geoffrey Broderick acknowledges that his Taxpayer Identification Number (Social Security Number or Employer Identification Number), which he previously submitted to the Commission, may be used for collecting and reporting on any delinquent amount arising out of this Order, in accordance with 31 U.S.C. §7701.

E. All money paid to the Commission pursuant to this Order may be deposited into a fund administered by the Commission or its designee to be used

1 for equitable relief, including consumer redress and any attendant expenses for the  
2 administration of any redress fund. If a representative of the Commission decides  
3 that direct redress to consumers is wholly or partially impracticable or money  
4 remains after redress is completed, the Commission may apply any remaining  
5 money for such other equitable relief (including consumer information remedies)  
6 as it determines to be reasonably related to Defendants' practices alleged in the  
7 Complaint. Any money not used for such equitable relief is to be deposited to the  
8 U.S. Treasury as disgorgement. Defendants have no right to challenge any actions  
9 the Commission or its representatives may take pursuant to this Subsection.

10 F. The asset freeze in force against R. Geoffrey Broderick is modified to  
11 permit the payment identified in the Monetary Judgment Section. Upon  
12 completion of this payment, the asset freeze is dissolved.

13 **VI. CUSTOMER INFORMATION**

14 **IT IS FURTHER ORDERED** that R. Geoffrey Broderick, his officers,  
15 agents, employees, and attorneys, and all other persons in active concert or  
16 participation with any of them, who receive actual notice of this Order, are  
17 permanently restrained and enjoined from directly or indirectly:

18 A. failing to provide sufficient customer information to enable the  
19 Commission to efficiently administer consumer redress. If a representative of the  
20 Commission requests in writing any information related to redress, R. Geoffrey  
21 Broderick must provide it, in the form prescribed by the Commission, within 14  
22 days.

23 B. disclosing, using, or benefitting from customer information, including  
24 the name, address, telephone number, email address, social security number, other  
25 identifying information, or any data that enables access to a customer's account  
26 (including a credit card, bank account, or other financial account), that any  
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1 Defendant obtained prior to entry of this Order in connection with any product or  
2 service related to consumers' mortgages; and

3 C. failing to destroy such customer information in all forms in their  
4 possession, custody, or control within 30 days after entry of this Order.

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

## 8 **VII. COOPERATION**

9 **IT IS FURTHER ORDERED** that R. Geoffrey Broderick must fully  
10 cooperate with representatives of the Commission in this case and in any  
11 investigation related to or associated with the transactions or the occurrences that  
12 are the subject of the Complaint. R. Geoffrey Broderick must provide truthful and  
13 complete information, evidence, and testimony. R. Geoffrey Broderick must  
14 appear for interviews, discovery, hearings, trials, and any other proceedings that a  
15 Commission representative may reasonably request upon 5 days written notice, or  
16 other reasonable notice, at such places and times as a Commission representative  
17 may designate, without the service of a subpoena.

## 18 **VIII. ORDER ANCKNOWLEDGMENTS**

19 **IT IS FURTHER ORDERED** that R. Geoffrey Broderick obtain  
20 acknowledgments of receipt of this Order:

21 A. R. Geoffrey Broderick, within 7 days of entry of this Order, must  
22 submit to the Commission an acknowledgment of receipt of this Order sworn  
23 under penalty of perjury.

24 B. For 5 years after entry of this Order, for any business that R. Geoffrey  
25 Broderick, individually or collectively with any other Defendants, is the majority  
26 owner or controls directly or indirectly, must deliver a copy of this Order to: (1)  
27 all principals, officers, directors, and LLC managers and members; (2) all  
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1 employees, agents, and representatives who participate in conduct related to the  
2 subject matter of the Order; and (3) any business entity resulting from any change  
3 in structure as set forth in the Section titled Compliance Reporting. Delivery must  
4 occur within 7 days of entry of this Order for current personnel. For all others,  
5 delivery must occur before they assume their responsibilities.

6 C. From each individual or entity to which R. Geoffrey Broderick  
7 delivered a copy of this Order, he must obtain, within 30 days, a signed and dated  
8 acknowledgment of receipt of this Order.

9 **IX. COMPLIANCE REPORTING**

10 **IT IS FURTHER ORDERED** that R. Geoffrey Broderick make timely  
11 submissions to the Commission:

12 A. One year after entry of this Order, R. Geoffrey Broderick must submit  
13 a compliance report, sworn under penalty of perjury:

- 14 1. R. Geoffrey Broderick must: (a) identify the primary physical,  
15 postal, and email address and telephone number, as designated  
16 points of contact, which representatives of the Commission may  
17 use to communicate with Defendant; (b) identify all of that  
18 Defendant's businesses by all of their names, telephone  
19 numbers, and physical, postal, email, and Internet addresses; (c)  
20 describe the activities of each business, including the goods and  
21 services offered, the means of advertising, marketing, and sales,  
22 and the involvement of any other Defendant (which Individual  
23 Defendants must describe if they know or should know due to  
24 their own involvement); (d) describe in detail whether and how  
25 that Defendant is in compliance with each Section of this  
26 Order; and (e) provide a copy of each Order Acknowledgment  
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1           obtained pursuant to this Order, unless previously submitted to  
2           the Commission.

- 3           2.       Additionally, R. Geoffrey Broderick must: (a) identify all  
4           telephone numbers and all physical, postal, email and Internet  
5           addresses, including all residences; (b) identify all business  
6           activities, including any business for which such Defendant  
7           performs services whether as an employee or otherwise and any  
8           entity in which such Defendant has any ownership interest; and  
9           (c) describe in detail such Defendant's involvement in each  
10          such business, including title, role, responsibilities,  
11          participation, authority, control, and any ownership.

12          B.       For 15 years after entry of this Order, R. Geoffrey Broderick must  
13          submit a compliance notice, sworn under penalty of perjury, within 14 days of any  
14          change in the following:

- 15               1.       R. Geoffrey Broderick must report any change in: (a) any  
16               designated point of contact; or (b) the structure of any entity  
17               that Defendant has any ownership interest in or controls directly  
18               or indirectly that may affect compliance obligations arising  
19               under this Order, including: creation, merger, sale, or  
20               dissolution of the entity or any subsidiary, parent, or affiliate  
21               that engages in any acts or practices subject to this Order.
- 22               2.       Additionally, R. Geoffrey Broderick must report any change in:  
23               (a) name, including aliases or fictitious name, or residence  
24               address; or (b) title or role in any business activity, including  
25               any business for which such Defendant performs services  
26               whether as an employee or otherwise and any entity in which  
27               such Defendant has any ownership interest, and identify the  
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1 name, physical address, and any Internet address of the business  
2 or entity.

3 C. R. Geoffrey Broderick must submit to the Commission notice of the  
4 filing of any bankruptcy petition, insolvency proceeding, or similar proceeding by  
5 or against such Defendant within 14 days of its filing.

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

12 E. Unless otherwise directed by a Commission representative in writing,  
13 all submissions to the Commission pursuant to this Order must be emailed to  
14 DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to:  
15 Associate Director for Enforcement, Bureau of Consumer Protection, Federal  
16 Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580. The  
17 subject line must begin: FTC v. Damian Kutzner, X030002.

18 **X. RECORDKEEPING**

19 **IT IS FURTHER ORDERED** that R. Geoffrey Broderick must create  
20 certain records for 15 years after entry of the Order, and retain each such record for  
21 5 years. Specifically, for any business that R. Geoffrey Broderick, individually or  
22 collectively with any other Defendants, is a majority owner or controls directly or  
23 indirectly, must create and retain the following records:

24 A. accounting records showing the revenues from all goods or services  
25 sold;

26 B. personnel records showing, for each person providing services,  
27 whether as an employee or otherwise, that person’s: name; addresses; telephone  
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1 numbers; job title or position; dates of service; and (if applicable) the reason for  
2 termination;

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

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

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

8 **XI. COMPLIANCE MONITORING**

9 **IT IS FURTHER ORDERED** that, for the purpose of monitoring R.  
10 Geoffrey Broderick's compliance with this Order:

11 A. Within 14 days of receipt of a written request from a representative of  
12 the Commission, R. Geoffrey Broderick must: submit additional compliance  
13 reports or other requested information, which must be sworn under penalty of  
14 perjury; appear for depositions; and produce documents for inspection and  
15 copying. The Commission is also authorized to obtain discovery, without further  
16 leave of court, using any of the procedures prescribed by Federal Rules of Civil  
17 Procedure 29, 30 (including telephonic depositions), 31, 33, 34, 36, 45, and 69.

18 B. For matters concerning this Order, the Commission is authorized to  
19 communicate directly with R. Geoffrey Broderick. R. Geoffrey Broderick must  
20 permit representatives of the Commission to interview any employee or other  
21 person affiliated with him who has agreed to such an interview. The person  
22 interviewed may have counsel present.

23 C. The Commission may use all other lawful means, including posing,  
24 through its representatives as consumers, suppliers, or other individuals or entities,  
25 to R. Geoffrey Broderick or any individual or entity affiliated with him, without  
26 the necessity of identification or prior notice. Nothing in this Order limits the  
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1 Commission's lawful use of compulsory process, pursuant to Sections 9 and 20 of  
2 the FTC Act, 15 U.S.C. §§ 49, 57b-1.

3 D. Upon written request from a representative of the Commission, any  
4 consumer reporting agency must furnish consumer reports concerning R. Geoffrey  
5 Broderick, pursuant to Section 604(1) of the Fair Credit Reporting Act, 15 U.S.C.  
6 §1681b(a)(1).

7 **XII. RETENTION OF JURISDICTION**

8 **IT IS FURTHER ORDERED** that this Court retains jurisdiction of this  
9 matter for purposes of construction, modification, and enforcement of this Order.

10  
11 IT IS SO ORDERED.

12 DATED: April 14, 2017

13  
14 By: 

15 Honorable Beverly R. O'Connell  
16 United States District Court Judge  
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1 **SO STIPULATED AND AGREED:**

2 **FOR THE FEDERAL TRADE COMMISSION:**

3  
4 \_\_\_\_\_ Date: \_\_\_\_\_  
5 Benjamin J. Theisman, Attorney  
6 Federal Trade Commission  
7 600 Pennsylvania Ave., NW  
8 Washington, D.C. 20580  
9 (202) 326-2223 (phone)  
10 (202) 326-3197 (fax)  
11 [btheisman@ftc.gov](mailto:btheisman@ftc.gov)

12 **FOR DEFENDANTS:**

13 \_\_\_\_\_ Date: \_\_\_\_\_  
14 R. Geoffrey Broderick  
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