

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

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FEDERAL TRADE COMMISSION,)	
)	
Plaintiff,)	
)	
v.)	Civil No. 1:09-cv-01204-JBS-JS
)	
HOPE NOW MODIFICATIONS, LLC, <i>et al.</i>,)	
)	
Defendants.)	
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**STIPULATED FINAL ORDER FOR PERMANENT INJUNCTION AND
SETTLEMENT OF CLAIMS AS TO DEFENDANTS KWASNIK, RODIO,
KANOWITZ & BUCKLEY P.C. AND MICHAEL KWASNIK**

Plaintiff Federal Trade Commission (“FTC”) commenced this civil action on March 17, 2009, pursuant to Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), to obtain preliminary and permanent injunctive and other equitable relief for Defendants’ violations of Section 5 of the FTC Act, 15 U.S.C. § 45, in connection with the marketing and sale of mortgage loan modification and foreclosure relief services. On September 14, 2009, the FTC filed an amended complaint, pursuant to Sections 13(b) and 19 of the FTC Act, 15 U.S.C. §§ 53(b) and 57b, adding Kwasnik, Rodio, Kanowitz & Buckley P.C. and Michael Kwasnik as defendants and alleging violations of the Telemarketing Sales Rule (“TSR”), 16 C.F.R. Part

310. The FTC and Defendants Kwasnik, Rodio, Kanowitz & Buckley P.C. and Michael Kwasnik (“Settling Defendants”) hereby stipulate to the entry of this Final Order for Permanent Injunction and Settlement of Claims (“Order”), as a settlement agreement under Federal Rule of Evidence 408, without any admission of liability, such that this Order may not be used in any subsequent proceeding as evidence of liability or as an admission.

FINDINGS

By stipulation of the parties and being advised of the premises, the Court finds:

1. This is an action by the FTC instituted under Sections 13(b) and 19 of the FTC Act, 15 U.S.C. §§ 53(b) and 57b. The Amended Complaint seeks both permanent injunctive relief and equitable monetary relief for the Settling Defendants’ alleged deceptive acts or practices as alleged therein.
2. The FTC has the authority under Sections 13(b) and 19 of the FTC Act to seek the relief it has requested, and the Amended Complaint states a claim upon which relief can be granted against the Settling Defendants.
3. This Court has jurisdiction over the subject matter of this case and has jurisdiction over the Settling Defendants. Venue in the District of New Jersey is proper.

4. The activities of the Settling Defendants, as alleged in the Amended Complaint, are in or affecting commerce, as defined in Section 4 of the FTC Act, 15 U.S.C. § 44.
5. The FTC and the Settling Defendants stipulate and agree to entry of this Order, without trial or final adjudication of any issue of fact or law, to settle and resolve all matters in dispute arising from the conduct alleged in the Amended Complaint to the date of entry of this Order. This settlement does not settle and resolve any matters not alleged in the Amended Complaint. This Order is for settlement purposes only, and does not constitute and shall not be interpreted to constitute an admission by any Settling Defendant or a finding that the law has been violated as alleged in the Amended Complaint, or that the facts alleged in the Amended Complaint, other than the jurisdictional facts or as provided in Section VI.D. of this Order, are true. This Order shall be subject to Federal Rule of Evidence 408 such that it shall not be admissible in evidence for any purpose other than to seek enforcement of the terms contained herein, if necessary.
6. The Settling Defendants waive all rights to seek judicial review or otherwise challenge or contest the validity of this Order. The Settling Defendants also waive any claim that they may have held under the Equal Access to Justice

Act, 28 U.S.C. § 2412, concerning the prosecution of this action to the date of this Order. Each settling party shall bear its own costs and attorneys fees.

7. This action and the relief awarded herein are in addition to, and not in lieu of, other remedies as may be provided by law, including both civil and criminal remedies.
8. Entry of this Order is in the public interest.

DEFINITIONS

For the purposes of this Order, the following definitions shall apply:

1. ***“Assisting others”*** includes, but is not limited to:
 - A. performing customer service functions, including, but not limited to, receiving or responding to consumer complaints;
 - B. formulating or providing, or arranging for the formulation or provision of, any advertising or marketing material, including, but not limited to, any telephone sales script, direct mail solicitation, or the design, text, or use of images of any Internet website, email, or other electronic communication;
 - C. formulating or providing, or arranging for the formulation or provision of, any marketing support material or service, including but not limited to, web or Internet Protocol addresses or domain name

registration for any Internet websites, affiliate marketing services, or media placement services;

- D. providing names of, or assisting in the generation of, potential customers;
- E. performing marketing, billing, or payment services of any kind; and
- F. acting or serving as an owner, officer, director, manager, or principal of any entity.

- 2. “**Consumer**” means any natural person.
- 3. “**Customer**” means any person who has paid, or may be required to pay, for products, services, plans, or programs offered for sale or sold by any other person.
- 4. “**Debt relief product or service**” means any product, service, plan, or program represented, expressly or by implication, to renegotiate, settle, or in any way alter the terms of payment or other terms of the debt or obligation, including but not limited to a tax debt or obligation, between a person and one or more unsecured creditors or debt collectors, including but not limited to, a reduction in the balance, interest rate, or fees owed by a person to an unsecured creditor or debt collector.
- 5. “**Federal homeowner relief or financial stability program**” means any

program (including its sponsoring agencies, telephone numbers, and Internet websites) operated or endorsed by the United States government to provide relief to homeowners or stabilize the economy, including but not limited to:

- A. the Making Home Affordable Program;
- B. the Financial Stability Plan;
- C. the Troubled Asset Relief Program and any other program sponsored or operated by the United States Department of the Treasury;
- D. the HOPE for Homeowners program, any program operated or created pursuant to the Helping Families Save Their Homes Act, and any other program sponsored or operated by the Federal Housing Administration; or
- E. any program sponsored or operated by the United States Department of Housing and Urban Development (“HUD”), the HOPE NOW Alliance, the Homeownership Preservation Foundation, or any other HUD-approved housing counseling agency.

6. ***“Financial related product or service”*** means any product, service, plan, or program represented, expressly or by implication, to:

- A. provide any consumer, arrange for any consumer to receive, or assist any consumer in receiving, credit, debit, or stored value cards;

- B. improve, or arrange to improve, any consumer's credit record, credit history, or credit rating;
 - C. provide advice or assistance to any consumer with regard to any activity or service the purpose of which is to improve a consumer's credit record, credit history, or credit rating;
 - D. provide any consumer, arrange for any consumer to receive, or assist any consumer in receiving, a loan or other extension of credit;
 - E. provide any consumer, arrange for any consumer to receive, or assist any consumer in receiving a debt relief product or service; or
 - F. provide any consumer, arrange for any consumer to receive, or assist any consumer in receiving any service represented, expressly or by implication, to renegotiate, settle, or in any way alter the terms of payment or other terms of the debt or obligation, including but not limited to a tax debt or obligation, between a consumer and one or more secured creditors, servicers, or debt collectors.
7. ***"Material fact"*** means any fact that is likely to affect a person's choice of, or conduct regarding, goods or services.
8. ***"Mortgage assistance relief product or service"*** means any product, service, plan, or program, offered or provided to the consumer in exchange for

consideration, that is represented, expressly or by implication, to assist or attempt to assist the consumer with any of the following:

- A. stopping, preventing, or postponing any mortgage or deed of trust foreclosure sale for the consumer's dwelling, any repossession of the consumer's dwelling, or otherwise saving the consumer's dwelling from foreclosure or repossession;
 - B. negotiating, obtaining, or arranging a modification of any term of a dwelling loan, including a reduction in the amount of interest, principal balance, monthly payments, or fees;
 - C. obtaining any forbearance or modification in the timing of payments from any dwelling loan holder or servicer on any dwelling loan;
 - D. negotiating, obtaining, or arranging any extension of the period of time within which the consumer may (i) cure his or her default on a dwelling loan, (ii) reinstate his or her dwelling loan, (iii) redeem a dwelling, or (iv) exercise any right to reinstate a dwelling loan or redeem a dwelling;
 - E. obtaining any waiver of an acceleration clause or balloon payment contained in any promissory note or contract secured by any dwelling;
- or

F. negotiating, obtaining, or arranging (i) a short sale of a dwelling, (ii) a deed-in-lieu of foreclosure, (iii) or any other disposition of a dwelling loan other than a sale to a third party that is not the dwelling loan holder.

The foregoing shall include any manner of claimed assistance, including, but not limited to, auditing or examining a consumer's mortgage or home loan application.

9. "**Person**" means a natural person, organization, or other legal entity, including a corporation, partnership, proprietorship, association, cooperative, or any other group or combination acting as an entity.
10. "**Settling Defendants**" means the Individual Settling Defendant and the Corporate Settling Defendant, individually, collectively, or in any combination. "Individual Settling Defendant" means Michael Kwasnik. "Corporate Settling Defendant" means Kwasnik, Rodio, Kanowitz & Buckley P.C., and its successors and assigns.

ORDER

BAN ON MORTGAGE ASSISTANCE RELIEF PRODUCT AND SERVICES

- I. IT IS THEREFORE ORDERED** that the Settling Defendants, whether

acting directly or through any other person, are permanently restrained and enjoined from:

- A. Advertising, marketing, promoting, offering for sale, or selling any mortgage assistance product or relief service; and
- B. Assisting others engaged in advertising, marketing, promoting, offering for sale, or selling any mortgage assistance relief product or service.

Provided, that Sections I.A. and I.B. shall not prohibit any Settling Defendant who is licensed to practice law from directly rendering routine legal services (1) to clients with whom such Settling Defendant has an attorney-client relationship in connection with new or existing bankruptcy proceedings or with estate planning, or (2) in connection with the closing and execution of real estate transactions. Provided also, that nothing in this subsection shall affect any Settling Defendant's ability to provide routine legal services not covered by Section I.A. and B. These provisos shall not be construed to limit the licensing or regulatory powers of any federal, state, or local government agency or state bar.

**PROHIBITED MISREPRESENTATIONS RELATING TO FINANCIAL
RELATED PRODUCTS OR SERVICES**

II. IT IS FURTHER ORDERED that the Settling Defendants and their officers, agents, servants, employees, and attorneys, and those persons or entities in active concert or participation with any of them who receive actual notice of this Order by personal service, facsimile transmission, email, or otherwise, whether acting directly or through any corporation, subsidiary, division, or other device, in connection with the advertising, marketing, promotion, offering for sale or sale of any financial related product or service, are hereby permanently restrained and enjoined from:

A. Misrepresenting or assisting others in misrepresenting, expressly or by implication, any material fact, including but not limited to:

1. The terms or rates that are available for any loan or other extension of credit, including but not limited to:

- a. closing costs or other fees;
- b. the payment schedule, the monthly payment amount(s), other payment terms, or whether there is a balloon payment; interest rate(s), annual percentage rate(s), or finance charge; the loan amount, the amount of credit, the

- draw amount, or outstanding balance; the loan term, the draw period, or maturity; or any other term of credit;
 - c. the savings associated with the credit;
 - d. the amount of cash to be disbursed to the borrower out of the proceeds, or the amount of cash to be disbursed on behalf of the borrower to any third parties;
 - e. whether the payment of the minimum amount specified each month covers both interest and principal, and whether the credit has or can result in negative amortization;
 - f. that the credit does not have a prepayment penalty or that no prepayment penalty and/or other fees or costs will be incurred if the consumer subsequently refinances; and
 - g. that the interest rate(s) or annual percentage rate(s) are fixed rather than adjustable or adjustable rather than fixed;
2. Any person's ability to improve or otherwise affect a consumer's credit record, credit history, or credit rating or ability to obtain credit;

3. That any person can improve any consumer's credit record, credit history, or credit rating by permanently removing negative information from the consumer's credit record, credit history, or credit rating, even where such information is accurate and not obsolete;
 4. Any aspect of any debt relief product or service, including but not limited to, the amount of savings a consumer will receive from purchasing, using, or enrolling in such debt relief product or service; the amount of time before which a consumer will receive settlement of the consumer's debts; or the reduction or cessation of collection calls;
 5. That a consumer will receive legal representation;
- B. Advertising or assisting others in advertising credit terms other than those terms that actually are or will be arranged or offered by a creditor or lender.

**PROHIBITED MISREPRESENTATIONS RELATING TO ANY
PRODUCTS OR SERVICES**

III. IT IS FURTHER ORDERED that the Settling Defendants and their officers, agents, servants, employees, and attorneys, and those persons or

entities in active concert or participation with any of them who receive actual notice of this Order by personal service, facsimile transmission, email, or otherwise, whether acting directly or through any corporation, subsidiary, division, or other device, in connection with the advertising, marketing, promotion, offering for sale or sale of any product, service, plan, or program are hereby permanently restrained and enjoined from misrepresenting or assisting others in misrepresenting, expressly or by implication, any material fact, including but not limited to:

- A. Any material aspect of the nature or terms of any refund, cancellation, exchange, or repurchase policy, including, but not limited to, the likelihood of a consumer obtaining a full or partial refund, or the circumstances in which a full or partial refund will be granted to the consumer;
- B. That any person is affiliated with, endorsed or approved by, or otherwise connected to any other person; government entity; any federal homeowner relief or financial stability program; public, non-profit, or other non-commercial program; or any other program;
- C. The total costs to purchase, receive, or use, or the quantity of, the product, service, plan, or program;

- D. Any material restriction, limitation, or condition on purchasing, receiving, or using the product, service, plan, or program;
- E. Any material aspect of the performance, efficacy, nature, or characteristics of the product, service, plan, or program.

PROHIBITED TELEMARKETING ACTIVITIES

IV. IT IS FURTHER ORDERED that the Settling Defendants and their successors, assigns, officers, agents, servants, employees, and attorneys, and those persons or entities in active concert or participation with any of them who receive actual notice of this Order by personal service or otherwise, whether acting directly or through any corporation, subsidiary, division, or other device, in connection with the telemarketing, advertising, marketing, promotion, offering for sale or sale of any good or service, are hereby permanently restrained and enjoined from violating, or assisting others in violating, any provision of the Telemarketing Sales Rule, 16 C.F.R. Part 310, including, but not limited to:

- A. Section 310.3(a)(2)(iii) of the TSR, 16 C.F.R. § 310.3(a)(2)(iii), by misrepresenting, directly or by implication, any material aspect of the performance, efficacy, nature, or central characteristic of any good or service; and

- B. Section 310.3(a)(2)(vii) of the TSR, 16 C.F.R. § 310.3(a)(2)(vii), by misrepresenting, directly or by implication, affiliation with, or endorsement by, any government or third-party organization.

PROHIBITION ON DISCLOSING CUSTOMER INFORMATION

- V. IT IS FURTHER ORDERED** that the Settling Defendants and their successors, assigns, officers, agents, servants, employees, and attorneys, and those persons or entities in active concert or participation with any of them who receive actual notice of this Order by personal service, facsimile transmission, email, or otherwise, whether acting directly or through any corporation, subsidiary, division, or other device, are permanently restrained and enjoined from:

- A. disclosing, using, or benefitting from customer information, including the name, address, telephone number, email address, social security number, other identifying information, or any data that enables access to a customer's account (including a credit card, bank account, or other financial account) of any person that any Settling Defendant obtained prior to entry of this Order in connection with the advertising, marketing, promotion, offering for sale or sale of any mortgage assistance relief service or any debt relief service, and

B. failing to dispose of such customer information in all forms in their possession, custody, or control within thirty (30) days after entry of this Order. Disposal shall be by means that protect against unauthorized access to the customer information, such as by burning, pulverizing, or shredding any papers, and by erasing or destroying any electronic media, to ensure that the customer information cannot practicably be read or reconstructed.

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

MONETARY RELIEF

VI. IT IS FURTHER ORDERED that:

A. Judgment is hereby entered against the Settling Defendants, jointly and severally, in the amount of ONE HUNDRED THIRTY SEVEN THOUSAND SIX HUNDRED FIFTY SIX DOLLARS (\$137,656), without an admission of liability, payable as follows:

1. Elavon Inc. shall, within ten (10) business days of receipt of a copy of this Order, transfer to the FTC or its designated agent all funds held in account number xxxx6525 in the name of

Kwasnik, Rodio, Kanowitz & Buckley P.C., which amount is approximately \$108,000 as of the date of this order;

2. The Settling Defendants shall pay to the FTC or its designated agent the balance of the judgment, which amount is approximately \$29,656 as of the date of this order, payable in six equal monthly installments, the first payment due ten (10) business days after the date of the transfer set forth in Section VI.A.1 above and each subsequent payment due thirty (30) days thereafter;

- B. Any funds received by the FTC pursuant to this Section shall be deposited into a fund administered by the FTC or its agent to be used for equitable relief, including but not limited to consumer redress and any attendant expenses for the administration of any redress funds. In the event that direct redress to consumers is wholly or partially impracticable or funds remain after redress is completed, the FTC may apply any remaining funds for such other equitable relief, including but not limited to consumer information remedies, as the FTC determines to be reasonably related to the practices alleged in the Complaint. Any funds not used for such equitable relief shall be

deposited to the U.S. Treasury as equitable disgorgement. The Settling Defendants shall have no right to challenge the FTC's choice of remedies or the manner of distribution.

- C. The Settling Defendants relinquish all dominion, control, and title to the funds paid to the fullest extent permitted by law. The Settling Defendants shall make no claim to or demand for return of the funds, directly or indirectly, through counsel or otherwise.
- D. The Settling Defendants agree that the facts as alleged in the Amended Complaint filed in this action shall be taken as true without further proof: (1) in any bankruptcy case filed by or against all or any of the Settling Defendants, including but not limited to a nondischargeability complaint in any such bankruptcy case; or (2) any civil action pursued by the FTC against all or any of the Settling Defendants to enforce its rights to any payment or money judgment pursuant to this Order. The Settling Defendants further stipulate and agree that the facts alleged in the Amended Complaint establish all elements necessary to sustain an action by the FTC pursuant to Section 523(a)(2)(A) of the Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A), and that this Order shall have collateral estoppel effect

for such purposes. Notwithstanding anything to the contrary in this Order, the Settling Defendants expressly retain the right and ability to contest all or any of the facts alleged in the Amended Complaint filed in this action in: (1) any criminal proceeding; and (2) any civil or administrative proceeding to which the FTC is not a party.

- E. The judgment entered pursuant to this Section is equitable monetary relief, solely remedial in nature, and not a fine, penalty, punitive assessment or forfeiture.
- F. Upon request, the Settling Defendants are hereby required, in accordance with 31 U.S.C. § 7701, to furnish to the FTC their tax identification numbers, which shall be used for purposes of collecting and reporting on any delinquent amount arising out of this Order.
- G. Pursuant to Section 604(a)(1) of the Fair Credit Reporting Act, 15 U.S.C. § 1681b(a)(1), any consumer reporting agency may furnish a consumer report concerning any Settling Defendant to the FTC, which shall be used for purposes of collecting and reporting on any delinquent amount arising out of this Order.

ORDER ACKNOWLEDGMENTS

VII. IT IS FURTHER ORDERED that the Settling Defendants obtain acknowledgments of receipt of this Order:

- A. Each Settling Defendant, within 7 days of entry of this Order, must submit to the FTC an acknowledgment of receipt of this Order sworn under penalty of perjury.
- B. For 5 years after entry of this Order, the Individual Settling Defendant for any business that he, individually or collectively with any other Defendant, is the majority owner or directly or indirectly controls, and the Corporate Settling Defendant, must deliver a copy of this Order to: (1) all principals, officers, directors, and managers; (2) all employees, agents, and representatives who participate in conduct related to the subject matter of the Order; and (3) any business entity resulting from any change in structure as set forth in the Section titled Compliance Reporting. Delivery must occur within 7 days of entry of this Order for current personnel. To all others, delivery must occur before they assume their responsibilities.

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

COMPLIANCE REPORTING

VIII. IT IS FURTHER ORDERED that the Settling Defendants make timely submissions to the FTC:

- A. One year after entry of this Order, each Settling Defendant must submit a compliance report, sworn under penalty of perjury.
1. Each Settling Defendant must: (a) designate at least one telephone number and an email, physical, and postal address as points of contact, which representatives of the FTC may use to communicate with such Defendant; (b) identify all of that Defendant's businesses by all of their names, telephone numbers, and physical, postal, email, and Internet addresses; (c) describe the activities of each business, including the products and services offered, the means of advertising, marketing, and sales, and the involvement of any other Defendant (which the Individual Settling Defendant must describe if he knows or should know due to his own involvement); (d) describe in detail

whether and how that Defendant is in compliance with each Section of this Order; and (e) provide a copy of each Order Acknowledgment obtained pursuant to this Order, unless previously submitted to the FTC;

2. Additionally, the Individual Settling Defendant must: (a) identify all telephone numbers and all email, Internet, physical, and postal addresses, including all residences; (b) identify all titles and roles in all business activities, including any business for which such Defendant performs services whether as an employee or otherwise and any entity in which such Defendant has any ownership interest; and (c) describe in detail such Defendant's involvement in each such business, including title, role, responsibilities, participation, authority, control, and any ownership.

B. For 5 years following entry of this Order, each Settling Defendant must submit a compliance notice, sworn under penalty of perjury, within 14 days of any change in the following:

1. Each Settling Defendant must report any change in: (a) any designated point of contact; or (b) the structure of the Corporate

Settling Defendant or any entity that any Settling Defendant has any ownership interest in or directly or indirectly controls that may affect compliance obligations arising under this Order, including: creation, merger, sale, or dissolution of the entity or any subsidiary, parent, or affiliate that engages in any acts or practices subject to this Order.

2. Additionally, the Individual Settling Defendant must report any change in: (a) name, including aliases or fictitious name, or residence address; or (b) title or role in any business activity, including any business for which such Defendant performs services whether as an employee or otherwise and any entity in which such Defendant has any ownership interest, and identify its name, physical address, and Internet address, if any.
- C. Each Settling Defendant must submit to the FTC notice of the filing of any bankruptcy petition, insolvency proceeding, or any similar proceeding by or against such Defendant within 14 days of its filing.
 - D. Any submission to the FTC required by this Order to be sworn under penalty of perjury must be true and accurate and comply with 28 U.S.C. § 1746, such as by concluding: “I declare under penalty of

perjury under the laws of the United States of America that the foregoing is true and correct. Executed on: _____” and supplying the date, signatory’s full name, title (if applicable), and signature.

- E. Unless otherwise directed by a FTC representative in writing, all submissions to the FTC pursuant to this Order must be emailed to Debrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to: Associate Director for Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580. The subject line must begin: *FTC v. Hope Now Modifications, LLC, et al., X090034.*

RECORDKEEPING

- IX. IT IS FURTHER ORDERED** that the Settling Defendants must create certain records for 5 years after entry of the Order, and retain each such record for 5 years. Specifically, the Corporate Settling Defendant and the Individual Settling Defendant for any business in which that Defendant, individually or collectively with any other Defendants, is a majority owner or directly or indirectly controls, must maintain the following records:

- A. Accounting records showing the revenues from all goods or services sold, all costs incurred in generating those revenues, and the resulting net profit or loss;
- B. Personnel records showing, for each person providing services, whether as an employee or otherwise, that person's: name, addresses, and telephone numbers; job title or position; dates of service; and, if applicable, the reason for termination;
- C. Customer files obtained after entry of this Order showing the names, addresses, telephone numbers, dollar amounts paid, and the quantity and description of goods or services purchased, to the extent such information is obtained in the ordinary course of business;
- D. Complaints and refund requests, whether received directly or indirectly, such as through a third party, and any response;
- E. All records necessary to demonstrate full compliance with each provision of this Order, including all submissions to the FTC.

COMPLIANCE MONITORING

- X. IT IS FURTHER ORDERED** that, for the purpose of monitoring Defendants' compliance with this Order, including the financial representations upon which part of the judgment was suspended and any failure to transfer any assets as required by this Order:
- A. Within 14 days of receipt of a written request from a representative of the FTC, each Settling Defendant must: submit additional compliance reports or other requested information, which must be sworn under penalty of perjury; appear for depositions; and produce documents, for inspection and copying. The FTC is also authorized to obtain discovery, without further leave of court, using any of the procedures prescribed by Federal Rules of Civil Procedure 29, 30 (including telephonic depositions), 31, 33, 34, 36, 45, and 69.
- B. For matters concerning this Order, the FTC is authorized to communicate directly with each Settling Defendant. The Settling Defendants must permit representatives of the FTC to interview any employee or other person affiliated with any Defendant who has agreed to such an interview. The person interviewed may have counsel present.

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

RETENTION OF JURISDICTION

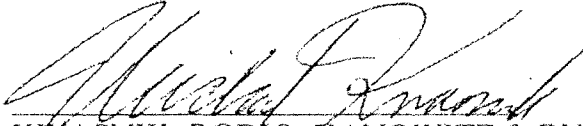
XI. IT IS FURTHER ORDERED that this Court retains jurisdiction of this matter for purposes of construction, modification, and enforcement of this Order.

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SO STIPULATED:



GREGORY A. ASHE
STEPHANIE ROSENTHAL
Federal Trade Commission
Attorneys for Plaintiff

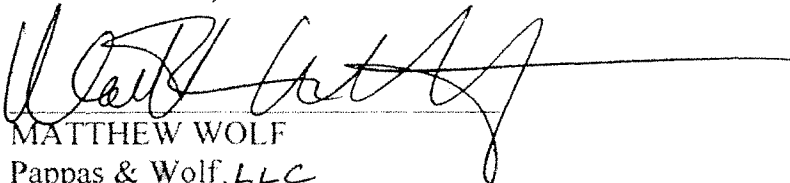


KWASNIK, RODIO, KANOWITZ & BUCKLEY P.C., Defendant

By: MICHAEL W. KWASNIK, PRESIDENT



MICHAEL KWASNIK, Defendant



MATTHEW WOLF
Pappas & Wolf, LLC
Attorney for the Settling Defendants

IT IS SO ORDERED, this 4th day of November, 2011.



JEROME B. SIMANDLE
UNITED STATES DISTRICT JUDGE