

JS-6

1 DEBRA A. VALENTINE
General Counsel

2 DAVID A. O'TOOLE
3 PATRICIA POSS
4 Federal Trade Commission
5 55 East Monroe Street, Suite 1860-
Chicago, Illinois 60603
(312) 960-5634
(312) 960-5600 (fax)

6 JOHN D. JACOBS (CA Bar # 134154)
7 Federal Trade Commission
8 10877 Wilshire Boulevard, Suite 700
Los Angeles, California 90024
(310) 824-4343
(310) 824-4380 (fax)

FILED
CLERK U.S. DISTRICT COURT
MAR 27 2001
CENTRAL DISTRICT OF CALIFORNIA
DEPUTY
BY [Signature]

MAR 23 1 49 PM '01
U.S. DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SAN JUAN ANA

INDEXED

10 Attorneys for Plaintiff
FEDERAL TRADE COMMISSION

12 UNITED STATES DISTRICT COURT
13 FOR THE CENTRAL DISTRICT OF CALIFORNIA

14 FEDERAL TRADE COMMISSION,

15 Plaintiff,

16 v.

17 AMP PUBLICATIONS, INC., a
California corporation,
18 COMPUTER & WEB PUBLICATIONS, INC.,
a California corporation,
19 RANJIT NARAYAN, individually, as
an officer of the corporations,
20 and d/b/a NATIONWIDE
PUBLICATIONS, INC., and
21 ANA KEILTY, individually, as
an officer of the corporations,
22 and d/b/a ANA KEILTY
ENTERPRISES,

23 Defendants.

SACV-00-112-AHS-ANx

STIPULATED ORDER FOR
PERMANENT INJUNCTIVE
RELIEF WITH CONSUMER
REDRESS AND OTHER
EQUITABLE RELIEF

Priority
 Send
 Clsd
 Enter
 JS-5/JS-6
 JS-2/JS-3

25 Plaintiff, the Federal Trade Commission ("FTC" or
26 "Commission"), commenced this action by filing its Complaint for
27 injunctive and other equitable relief pursuant to Section 13(b)
28 of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. §

ENTER ON ICMS
MAR 28 2001

51

1 53(b), charging that Defendants AMP Publications, Inc., a
2 California corporation, Computer & Web Publications, Inc., a
3 California corporation, Ranjit Narayan, individually, as an
4 officer of the corporations, and doing business as Nationwide
5 Publications, Inc., and Ana Keilty, individually, as an officer
6 of the corporations, and doing business as Ana Keilty
7 Enterprises, engaged in deceptive acts or practices in violation
8 of Section 5 of the FTC Act ("FTC Act"), 15 U.S.C. § 45, in
9 connection with the sale and the offering for sale of Work-At-
10 Home Opportunities.

11 The Commission and these Settling Defendants, as hereinafter
12 defined, hereby stipulate to the entry of this Stipulated Order
13 for Permanent Injunctive Relief with Consumer Redress and Other
14 Equitable Relief ("Order") to resolve all matters of dispute
15 between them in this action.

16 NOW, THEREFORE, the Commission and Settling Defendants
17 having requested the Court to enter this Order,

18 IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

19 FINDINGS

20 1. This Court has jurisdiction over the subject matter and
21 the parties pursuant to 28 U.S.C. §§ 1331 and 1337(a) and 15
22 U.S.C. § 53(b).

23 2. Venue is proper as to all parties in the Central
24 District of California.

25 3. The activities of Defendants are in or affecting
26 commerce, as defined in Section 4 of the FTC Act, 15 U.S.C. § 44.

27 4. The Commission's Complaint states a claim upon which
28 relief may be granted against Defendants under Sections 5(a) and

1 13(b) of the FTC Act, 15 U.S.C. §§ 45(a) and 53(b).

2 5. Settling Defendants have entered into this Order freely
3 and without coercion. Settling Defendants further acknowledge
4 that they have read the provisions of this Order and are prepared
5 to abide by them.

6 6. The Commission and Settling Defendants, by and through
7 their counsel, have agreed that the entry of this Order resolves
8 all matters of dispute between them arising from the Complaint in
9 this action, up to the date of entry of this Order.

10 7. Plaintiff and Settling Defendants waive all rights to
11 seek appellate review or otherwise challenge or contest the
12 validity of this Order. Settling Defendants further waive and
13 release any claim they may have against the Commission, its
14 employees, representatives, or agents, and the Receiver.

15 8. Settling Defendants have agreed that this Order does not
16 entitle Defendants to seek or to obtain attorneys' fees as a
17 prevailing party under the Equal Access to Justice Act, 28 U.S.C.
18 § 2412, as amended, and Defendants further waive any rights to
19 attorneys' fees that may arise under said provision of law.

20 9. This Order does not constitute and shall not be
21 interpreted to constitute an admission by Settling Defendants
22 that they have engaged in violations of the FTC Act.

23 10. This Order is in addition to, and not in lieu of, any
24 other civil or criminal remedies that may be provided by law.

25 11. Entry of this Order is in the public interest.

26 **DEFINITIONS**

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

1 1. "Defendants" means the Corporate Defendants and
2 Individual Defendants. The "Corporate Defendants" are AMP
3 Publications, Inc., Computer & Web Publications, Inc., Nationwide
4 Publications, Inc., and Ana Keilty Enterprises. The "Individual
5 Defendants" are Defendants Ranjit Narayan and Ana Keilty,
6 individually, and as officers of the Corporate Defendants.

7 2. "Settling Defendants" means Computer & Web Publications,
8 Inc., Ana Keilty Enterprises and Ana Keilty, individually, and as
9 an officer of the Corporate Defendants.

10 3. "Assets" means any real or personal property of any
11 Defendant, or held for the benefit of any Defendant, including,
12 but not limited to, "goods," "instruments," "equipment,"
13 "fixtures," "general intangibles," "inventory," "checks," or
14 "notes," (as these terms are defined in the Uniform Commercial
15 Code), lines of credit and all cash, chattels, leaseholds,
16 contracts, mail or other deliveries, share of stock, lists of
17 consumer names, accounts, credits, premises, or receivables,
18 wherever located.

19 4. "Telemarketing" means the advertising, offering for sale,
20 or sale of any good or service to any person by means of
21 telephone sales presentations, either exclusively or in
22 conjunction with the use of other advertising.

23 5. "Work-At-Home Opportunity" means any program, plan,
24 product, or service that enables a participant or purchaser to
25 earn money while working from home.

26 **I. PROHIBITED BUSINESS ACTIVITIES**

27 **IT IS THEREFORE ORDERED** that, in connection with the
28 advertising, Telemarketing, offering for sale, licensing,

1 contracting, sale or other promotion, in or affecting commerce,
2 of any Work-At-Home Opportunity, employment opportunity, income-
3 generating product or service, or any other products or services,
4 Settling Defendants, their successors, assigns, officers, agents,
5 servants, employees, and those persons in active concert or
6 participation with them who receive actual notice of this Order
7 by personal service or otherwise, are hereby permanently
8 restrained and enjoined from making, or materially assisting in
9 the making of, any statement or representation of material fact
10 that is false or misleading, whether directly or by implication,
11 orally or in writing, including, but not limited to, any or all
12 of the following:

13 A. Any false or misleading representation that:

14 1. individuals who purchase the product or service
15 will earn \$20,000 to \$75,000 per year, \$30,000 per year working
16 part-time, \$1,000 per week, or will be able to charge \$20-\$50 per
17 hour;

18 2. Defendants will arrange for purchasers to receive
19 work from companies with whom Defendants have established
20 relationships; or

21 3. Defendants will provide refunds to purchasers who
22 are unsatisfied with the product or service within ninety (90)
23 days, upon request, without other restrictions or conditions.

24 B. Any false or misleading representation about:

25 1. the potential earnings a purchaser can receive if
26 they purchase such product or service;

27 2. the likelihood that a purchaser will obtain
28 employment based on purchasing such product or service; or

1 3. the terms of any guarantee or promise to refund
2 amounts paid by purchasers to Defendants.

3 II. BAN

4 IT IS FURTHER ORDERED that, for a period of seven (7) years
5 from the date of entry of this Order, Settling Defendants,
6 whether directly or indirectly, or through any corporation,
7 business entity or person under their control, are hereby
8 permanently restrained and enjoined from engaging or
9 participating in the advertising, marketing, promotion, offering
10 for sale, or sale of any Work-At-Home Opportunity.

11 III. MONETARY JUDGMENT AND REDRESS

12 IT IS FURTHER ORDERED that:

13 A. Judgment in the amount of eighty-one thousand dollars
14 (\$81,000.00) is hereby entered against Settling Defendants,
15 jointly and severally. Settling Defendants shall pay this
16 judgment through the Receiver pursuant to Section V and as
17 provided in this Section. This judgment shall be subject to, and
18 reduced by, the following credits: (a) the total amount that has
19 been paid in charge backs to Defendants' customers from any
20 credit card or on-line payment reserve account ("Reserve
21 Account") held by any Corporate Defendant or held on behalf of
22 any Corporate Defendant, between February 1, 2000, and the close
23 of business on the date this Order is signed by the Court,
24 provided that this amount shall not exceed \$68,959.69; (b) the
25 total amount of checks and money orders that have been returned
26 to Defendants' customers by the Receiver between February 3,
27 2000, and the close of business on the date this Order is signed
28 by the Court, provided that this amount shall not exceed

1 \$11,437.90; and (c) the total amount that has been paid by the
2 Receiver to Defendants' customers in refunds between February 3,
3 2000, and the date this Order is signed by the Court, provided
4 that this amount shall not exceed \$499.75.

5 B. All funds paid pursuant to Paragraph A of this Section
6 shall be deposited into a fund administered by the FTC or its
7 agent to be used for equitable relief, including but not limited
8 to consumer redress and any attendant expenses for the
9 administration of any redress fund. If the FTC determines, in
10 its sole discretion, that redress to purchasers is wholly or
11 partially impracticable, any funds not so used shall be paid to
12 the United States Treasury as disgorgement or shall be used to
13 educate consumers affected by the practices in the Commission's
14 Complaint in this action. Settling Defendants shall have no
15 right to contest the manner of distribution chosen by the FTC.
16 The FTC, in its sole discretion, may use a designated agent to
17 administer consumer redress.

18 C. The Commission's agreement to this Order, requiring that
19 Settling Defendants be liable for less than the full amount of
20 consumer injury, is expressly premised upon the truthfulness,
21 accuracy and completeness of their respective financial
22 statements, namely that of Computer & Web Publications, Inc.
23 dated February 8, 2000, and February 21, 2000; and Ana Keilty
24 dated February 9, 2000, and February 21, 2000, and related
25 documents that were submitted to the Commission. Such financial
26 statements and supporting documents contain material information
27 upon which the Commission relied in negotiating and agreeing to
28 this Order. If, upon motion by the Commission, this Court finds

1 that any Settling Defendant has failed to disclose any material
2 asset or materially misstated the value of any asset in the
3 financial statements and related documents described above, or
4 has made any other material misstatement or omission in the
5 financial statements and related documents described above, the
6 Court shall enter judgment in the amount of three million dollars
7 (\$3,000,000.00) against such Settling Defendant. For the
8 purposes of this Section, Settling Defendants waive any right to
9 contest any of the allegations in the Complaint filed in this
10 action.

11 D. In the event of any default on the judgments set forth
12 in Paragraph A of this Section: 1) the amount of three million
13 dollars (\$3,000,000.00), less the sum of payments made pursuant
14 to Paragraph A of this Section and any amount paid by the
15 Receiver pursuant to Section V, shall become immediately due and
16 payable by Settling Defendants, and interest computed at the rate
17 prescribed under 28 U.S.C. § 1961, as amended, shall immediately
18 begin to accrue on the unpaid balance.

19 E. Any funds paid by Settling Defendants pursuant to
20 Paragraphs C and D above shall be paid into the redress fund
21 described in Paragraph B of this Section.

22 F. Settling Defendants shall cooperate fully with the
23 Commission and its agents in all attempts to collect the amount
24 due pursuant to this Section if any of the Settling Defendants
25 fails to pay the full amount due at the time specified herein.
26 In such an event, Settling Defendants agree to provide the
27 Commission with their federal and state tax returns for the
28 preceding two years, and to complete new financial disclosure

1 forms fully and accurately within ten (10) business days of
2 receiving a request from the Commission to do so. Settling
3 Defendants further authorize the Commission to verify all
4 information provided on their financial disclosure forms with all
5 appropriate third parties, including but not limited to financial
6 institutions.

7 G. Proceedings instituted under this Section are in
8 addition to, and not in lieu of, any other civil or criminal
9 remedies that may be provided by law, including any other
10 proceedings the Commission may initiate to enforce this Order.

11 H. Settling Defendants further agree that the facts as
12 alleged in the Commission's Complaint shall be taken as true in,
13 and solely for, any subsequent litigation filed by the Commission
14 to enforce its rights pursuant to Sections I, II and III of this
15 Order, including but not limited to a nondischargeability
16 Complaint in any bankruptcy proceeding.

17 I. In accordance with 31 U.S.C. § 7701, Settling Defendants
18 are hereby required, unless they have done so already, to furnish
19 to the FTC their respective taxpayer identifying numbers (social
20 security numbers or employer identification numbers), which shall
21 be used for purposes of collecting and reporting on any
22 delinquent amount arising out of such persons' relationship with
23 the government.

24 IV. CUSTOMER LISTS

25 IT IS FURTHER ORDERED that Settling Defendants, their
26 successors, assigns, officers, agents, servants, employees, and
27 those persons in active concert or participation with them who
28 receive actual notice of this Order by personal service or

1 otherwise are hereby permanently restrained and enjoined from
2 selling, renting, leasing, transferring, or otherwise disclosing
3 the name, address, telephone number, credit card number, bank
4 account number, e-mail address, or other identifying information
5 of any person who paid any money to any Defendant, at any time
6 prior to entry of this Order, in connection with the advertising,
7 promotion, Telemarketing, offering for sale, or sale of any Work-
8 At-Home Opportunity, employment opportunity, or income-generating
9 product or service; Provided, however, that Settling Defendants
10 may disclose such identifying information to a law enforcement
11 agency, or as required by any law, regulation, or court order.

12 V. RECEIVERSHIP

13 IT IS FURTHER ORDERED that the appointment of Robb Evans and
14 Associates as receiver ("Receiver") for the business activities
15 of the Corporate Defendants pursuant to this Court's Preliminary
16 Injunction Order entered on February 15, 2000, is hereby
17 continued as modified by this Section.

18 A. The Receiver shall proceed to liquidate all assets of
19 Computer & Web Publications, Inc. and Ana Keilty Enterprises.
20 Upon liquidation of the assets of Computer & Web Publications,
21 Inc. and Ana Keilty Enterprises, the Receiver shall submit a
22 report and application for fees and expenses, and upon approval
23 of the same shall pay:

24 1. The amounts allowed by the Court pursuant to his
25 application for fees and expenses, including but not limited to,
26 professional fees and auctioneers' fees; and

27 2. To the extent that funds remain, to the FTC, for
28 the fund established pursuant to Paragraph B of Section III.

1 B. Upon the filing of the Receiver's final report, the
2 Court's approval of the same, and the Receiver's fulfillment of
3 his payment obligations under this Section, the Receivership over
4 Computer & Web Publications, Inc. and Ana Keilty Enterprises
5 pursuant to this Court's Preliminary Injunction Order entered
6 February 15, 2000, shall be terminated and the provisions of that
7 Preliminary Injunction Order relating to the appointment of the
8 Receiver shall be dissolved.

9 VI. LIFTING OF ASSET FREEZE

10 IT IS FURTHER ORDERED that:

11 A. The freeze against the assets of Ana Keilty pursuant to
12 Section III of the Preliminary Injunction entered by this Court
13 on February 15, 2000, shall be lifted upon entry of this Order.

14 B. The freeze against the assets of Computer & Web
15 Publications, Inc. and Ana Keilty Enterprises pursuant to Section
16 III of the Preliminary Injunction Order entered by this Court on
17 February 15, 2000, shall remain in effect until such time as the
18 Receiver receives payment of all Court-approved fees and expenses
19 of the Receiver, and the Receiver is discharged by the Court.

20 VII. ACKNOWLEDGMENT OF RECEIPT OF ORDER AND

21 REAFFIRMATION OF FINANCIAL STATEMENTS

22 IT IS FURTHER ORDERED that, within five (5) business days of
23 receipt of this Order as entered by the Court, Settling
24 Defendants shall submit to the Commission a truthful sworn
25 statement, in the form shown on Appendix A, that shall
26 acknowledge receipt of this Order, and in the forms shown on
27 Appendices B & C shall reaffirm and attest to the truthfulness,
28 accuracy, and completeness the financial statements submitted by

1 Settling Defendants, namely that of Computer & Web Publications,
2 Inc. dated February 8, 2000, and February 21, 2000; and Ana
3 Keilty dated February 9, 2000, and February 21, 2000, and the
4 related documents that were submitted to the Commission.

5 **VIII. DISTRIBUTION OF ORDER BY DEFENDANTS**

6 **IT IS FURTHER ORDERED** that, for a period of three (3) years
7 from the date of entry of this Order, Settling Defendants shall:

8 A. Provide a copy of this Order to, and obtain a signed
9 and dated acknowledgment of receipt of same from, each officer
10 and director, each individual serving in a management capacity,
11 all personnel involved in responding to consumer complaints or
12 inquiries, and all sales personnel, whether designated as
13 employees, consultants, independent contractors or otherwise,
14 within five (5) business days after receipt of this Order, and
15 thereafter immediately upon employing any such person, for any
16 business that any Settling Defendant directly or indirectly
17 manages, controls, or has a majority ownership interest in, that
18 is engaged in the sale or distribution of any Work-At-Home
19 Opportunity, employment opportunity, or income-generating product
20 or service, or materially assists others engaged in these
21 activities; and

22 B. Maintain for a period of three (3) years after
23 creation, and upon reasonable notice make available to
24 representatives of the Commission, the original signed and dated
25 acknowledgments of receipt of copies of this Order, as required
26 in Paragraph A of this Section.

27 **IX. COMPLIANCE REPORTING BY DEFENDANTS**

28 **IT IS FURTHER ORDERED** that, in order that compliance with

1 the provisions of this Order may be monitored:

2 A. For a period of three (3) years after the date of entry
3 of this Order, Settling Defendants shall notify the Commission in
4 writing of the following:

5 1. Any changes in the residence, mailing addresses and
6 telephone numbers of Ana Keilty within ten (10) days of the date
7 of such change;

8 2. Any changes in the employment status (including
9 self-employment) of Ana Keilty, within ten (10) days of such
10 change. Such notice shall include the name and address of each
11 business that Ana Keilty is affiliated with or employed by, a
12 statement of the nature of the business, and a statement of Ana
13 Keilty's duties and responsibilities in connection with the
14 business or employment;

15 3. Any proposed change in the structure of any
16 Corporate Defendant, or any business entity that Ana Keilty
17 directly or indirectly manages, controls or has a majority
18 ownership interest in, such as creation, incorporation,
19 dissolution (including the dissolution of any subsidiaries),
20 assignment, proposed filing of a bankruptcy petition, or sale or
21 merger resulting in the emergence of a successor corporation, or
22 any other change in that entity, including a change in the
23 corporate name or address, that may affect any compliance
24 obligation arising out of this Order, at least thirty (30) days
25 prior to the effective date of any such change; provided,
26 however, that with respect to any proposed change in the
27 structure of any Corporate Defendant or any business entity that
28 Ana Keilty directly or indirectly manages, controls or has a

1 majority ownership interest in, about which Ana Keilty learns
2 less than thirty (30) days prior to the date such action is to
3 take place, Ana Keilty shall notify the Commission as soon as is
4 practicable after learning of such proposed change;

5 B. One hundred eighty (180) days after the date of entry of
6 this Order, Settling Defendants shall provide a written report to
7 the Commission, sworn to under penalty of perjury, setting forth
8 in detail the manner and form in which Settling Defendants have
9 complied and are complying with this Order. This report shall
10 include but not be limited to:

11 1. Ana Keilty's then current residence address,
12 mailing addresses and telephone numbers;

13 2. Ana Keilty's then current employment and business
14 addresses and telephone numbers, a description of the business
15 activities of each such employer or business, and Ana Keilty's
16 title and responsibilities for each such employer or business;

17 3. A copy of each acknowledgment of receipt of this
18 Order obtained by Settling Defendants pursuant to Section VIII;
19 and

20 4. A statement describing the manner in which Settling
21 Defendants have complied and are complying with Sections I, II,
22 X, and XI of this Order;

23 C. Upon written request by a representative of the
24 Commission, but not to exceed one request every three (3) months,
25 Settling Defendants shall submit additional written reports
26 (under oath, if requested) and produce documents on fifteen (15)
27 days' written notice with respect to any conduct that is subject
28 to this Order;

1 D. For the purposes of this Order, Settling Defendants
2 shall, unless otherwise directed by a representative of the
3 Commission, identify all written notifications to the FTC as
4 provided in reference to FTC v. AMP Publications, Inc. et al.,
5 SACV-00-112-AHS-ANx and mail them to:

6 Regional Director
7 Midwest Regional Office
8 Federal Trade Commission
9 55 East Monroe Street, Suite 1860
10 Chicago, IL 60603

11 E. For the purposes of this Section, "employment" includes
12 the performance of services as an employee, consultant, or
13 independent contractor; and "employers" include any individual or
14 entity for whom Ana Keilty performs services as an employee,
15 consultant, or independent contractor; and

16 F. For purposes of the compliance reporting required by
17 this Section, the Commission is authorized to communicate
18 directly with Settling Defendants.

19 X. MONITORING COMPLIANCE OF SALES PERSONNEL

20 IT IS FURTHER ORDERED that, in connection with any business
21 that any Settling Defendant directly or indirectly manages,
22 controls or has a majority ownership interest in, that is engaged
23 in the sale or distribution of any Work-At-Home Opportunity,
24 employment opportunity, or income-generating product or service,
25 or materially assists others engaged in these activities,
26 Settling Defendants, their successors, assigns, officers, agents,
27 servants, employees, and those persons in active concert or
28 participation with them who receive actual notice of this Order

1 by personal service or otherwise, are hereby permanently
2 restrained and enjoined from:

3 A. Failing to take reasonable steps sufficient to monitor
4 and ensure that all employees and independent contractors engaged
5 in sales or other customer service functions comply with Sections
6 I and II of this Order. Such steps shall include adequate
7 monitoring of sales presentations or other calls with customers,
8 and shall also include, at a minimum, the following:

9 1. Listening to the oral representations made by
10 persons engaged in sales or other customer service functions;

11 2. Establishing a procedure for receiving and
12 responding to consumer complaints; and

13 3. Ascertaining the number and nature of consumer
14 complaints regarding transactions in which each employee or
15 independent contractor is involved;

16 B. Failing promptly to investigate fully any consumer
17 complaint received by any business to which this Section applies;
18 and

19 C. Failing to discipline any sales person whom any Settling
20 Defendant, their successors, assigns, officers, agents, servants,
21 employees, or those persons in active concert or participation
22 with them who receive actual notice of this Order by personal
23 service or otherwise determines is not complying with this Order;
24 and failing to terminate any sales person whom any Settling
25 Defendant their successors, assigns, officers, agents, servants,
26 employees, or those persons in active concert or participation
27 with them who receive actual notice of this Order by personal
28 service or otherwise determines is not complying with this Order,

1 where such sales person was previously disciplined for failure to
2 comply with this Order;
3 Provided, however, that this Section does not authorize or
4 require a Defendant to take any action that violates any federal,
5 state, or local law.

6 XI. RECORD-KEEPING PROVISIONS

7 IT IS FURTHER ORDERED that, for a period of three (3) years
8 from the date of entry of this Order, in connection with any
9 business that any Settling Defendant directly or indirectly
10 manages, controls or has a majority ownership interest in, that
11 is engaged in the sale or distribution of any Work-At-Home
12 Opportunity, employment opportunity, or income-generating product
13 or service, or materially assists others engaged in these
14 activities, Settling Defendants, their successors, assigns,
15 officers, agents, servants, employees, and those persons in
16 active concert or participation with them who receive actual
17 notice of this Order by personal service or otherwise are hereby
18 restrained and enjoined from failing to create and maintain for a
19 period of three (3) years following the date of their creation,
20 unless otherwise specified:

21 A. Books, records and accounts that, in reasonable detail,
22 accurately and fairly reflect the cost of goods or services sold,
23 revenues generated, and the disbursement of such revenues;

24 B. Records containing the name, address, telephone number
25 and social security number of each person employed by any
26 Settling Defendant in any capacity, including as an independent
27 contractor, that person's job title or position, the date upon
28 which the person commenced work, and the date and reason for the

1 person's termination, if applicable; provided, however, that the
2 businesses subject to this requirement shall retain such records
3 during the employment of any person, and for a period of two (2)
4 years after the date of their termination;

5 C. Records containing the name, address, telephone number,
6 quantity of goods or services purchased, and a description of the
7 goods or services purchased and the amount paid therefor, for all
8 consumers to whom the business has sold, invoiced, or shipped any
9 goods or services;

10 D. Records that reflect, for every written or oral consumer
11 complaint or refund request, whether received directly or
12 indirectly or through any third party: (1) the customer's name,
13 address, telephone number; (2) the dollar amount paid by the
14 consumer; (3) the written complaint or refund request, if any;
15 (4) the basis of the complaint or refund request, including the
16 name of any salesperson complained about; (5) the nature and
17 result of any investigation conducted concerning the complaint or
18 refund request; (6) each response and the date of the response to
19 the complaint or refund request; and (7) any final resolution of
20 the complaint or refund request, and the date of the resolution;
21 and (8) in the event of a denial of a refund request, the reason
22 for the denial; and

23 E. Copies of all sales scripts, training materials,
24 advertisements, or other marketing materials utilized, which
25 shall be retained for three (3) years after the last date of
26 their dissemination or use.

1 **XII. ACCESS TO BUSINESS PREMISES**

2 IT IS FURTHER ORDERED that for a period of three (3) years
3 from the date of entry of this Order, for the purposes of
4 determining or securing compliance with its provisions, Settling
5 Defendants, their successors, assigns, officers, agents,
6 servants, employees, and those persons in active concert or
7 participation with them who receive actual notice of this Order
8 by personal service or otherwise shall grant to representatives
9 of the Commission, within three (3) business days of receipt of
10 written notice from the Commission:

11 A. Access during normal business hours to any office or
12 facility storing documents of any business that any Settling
13 Defendant directly or indirectly manages, controls, or has a
14 majority ownership interest in, that is engaged in the sale or
15 distribution of any Work-At-Home Opportunity, employment
16 opportunity, or income-generating product or service, or
17 materially assists others engaged in these activities. In
18 providing such access, Settling Defendants shall permit
19 representatives of the Commission to inspect and copy all
20 documents relevant to any matter contained in this Order; and
21 shall permit representatives of the Commission to remove such
22 documents for a period not to exceed five (5) business days so
23 that the documents may be inspected, inventoried, and copied; and

24 B. The opportunity to interview officers directors,
25 employees, contractors, and agents, including all personnel
26 involved in responding to consumer complaints or inquiries and
27 all sales personnel, whether designated as employees,
28 consultants, independent contractors or otherwise, of any

1 business to which Paragraph A of this Section applies, regarding
2 compliance with the provisions of this Order. Any person
3 interviewed may have counsel present.

4 Provided, that nothing in this Order shall limit the right of the
5 Commission to seek any relief under Fed. R. Civ. P. 65 to which
6 it may be otherwise entitled.

7 **XIII. AUTHORITY TO MONITOR COMPLIANCE**

8 IT IS FURTHER ORDERED that the Commission is authorized to
9 monitor Settling Defendants' compliance with this Order by all
10 lawful means, including but not limited to the following:

11 A. The Commission is authorized, without further leave of
12 Court, to obtain discovery from any person (including a
13 Defendant) in the manner provided by Chapter V of the Federal
14 Rules of Civil Procedure, Fed. R. Civ. P. 26-37, including the
15 use of compulsory process pursuant to Fed. R. Civ. P. 45, for the
16 purpose of monitoring and investigating Defendants' compliance
17 with any provision of this Order.

18 B. The Commission is authorized to use representatives
19 posing as consumers to Defendants, Defendants' employees, or any
20 other entity managed or controlled in whole or in part by any
21 Settling Defendant, without the necessity of identification or
22 prior notice; and

23 C. Nothing in this Order shall limit the Commission's
24 lawful use of compulsory process, pursuant to Sections 9 and 20
25 of the FTC Act, 15 U.S.C. § 49 and 57b-1, to investigate whether
26 Settling Defendants have violated any provision herein or Section
27 5 of the FTC Act, 15 U.S.C. § 45.

XIV. FEES AND COSTS

IT IS FURTHER ORDERED that each party to this Order hereby agrees to bear its own costs and attorneys' fees incurred in connection with this action.

XV. RETENTION OF JURISDICTION

IT IS FURTHER ORDERED that this Court retains jurisdiction of this matter for the purpose of enabling the parties to apply to the Court at any time for such further orders and directives as may be necessary or appropriate for the interpretation or modification of this Order, for the enforcement of compliance therewith, or for the punishment of violations thereof.

XVI. COMPLETE SETTLEMENT

The parties hereby consent to entry of the foregoing Order which shall constitute a final judgment and order in this matter. The parties further stipulate and agree that the entry of the foregoing Order shall constitute a full, complete and final settlement of this action.

SIGNED AND STIPULATED BY:

Dated: 3/22/01

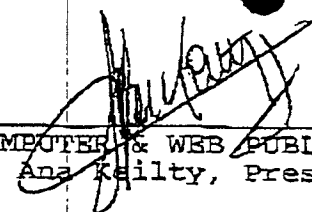
David A. O'Toole
DAVID A. O'TOOLE
PATRICIA POSS
Attorneys for Plaintiff
Federal Trade Commission

Dated: 4/11/01

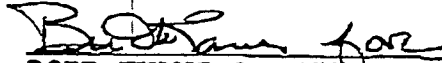
William I. Rothbard
WILLIAM I. ROTHBARD
Attorney for Settling Defendants

IT IS SO ORDERED
27 2001
DATED
U.S. DISTRICT JUDGE

1 Dated: 1/13/01


COMPUTER & WEB PUBLICATIONS, INC.
By Ana Keilty, President

4 Dated: 1-23-01


ROBB EVANS & ASSOCIATES
Receiver

7 Dated: 1/13/01


ANA KEILTY

9 There being no just reason for delay, the Clerk of the Court
10 is hereby directed to enter this Order.

11 IT IS SO ORDERED.

13 Dated: _____

Hon. Alicemarie H. Stotler
United States District Judge

APPENDIX A

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

AMP PUBLICATIONS, INC., a
California corporation,
COMPUTER & WEB PUBLICATIONS, INC.,
a California corporation,
RANJIT NARAYAN, individually, as
an officer of the corporations,
and d/b/a NATIONWIDE
PUBLICATIONS, INC., and
ANA KEILTY, individually, as
an officer of the corporations,
and d/b/a ANA KEILTY
ENTERPRISES,

Defendants.

SACV-00-112-AHS-ANx

AFFIDAVIT OF RECEIPT OF
ORDER

I, _____, being duly sworn, hereby state
and affirm as follows:

1. My name is _____. My current
residence address is _____.

I am a citizen of the United States and am over the age of
eighteen. I have personal knowledge of the facts set forth in
this Affidavit.

2. I am a defendant in the above captioned case.

3. On _____, I received a copy of the
Order for Permanent Injunctive Relief with Consumer Redress and
Other Equitable Relief, which was signed by the Honorable
Alicemarie H. Stotler and entered by the Court on _____.
A true and correct copy of the Order I received is appended to
this Affidavit.

1 I declare under penalty of perjury under the laws of the
2 United States that the foregoing is true and correct.

3
4 Executed on _____, at _____,
5 California.

6
7
8 ANA KEILTY, individually, as an
9 officer of Computer & Web
10 Publications, Inc. and d/b/a Ana
11 Keilty Enterprises.

12 State of California
13 City of _____

14
15
16
17 Subscribed and sworn to before me
18 this ____ day of _____.

19
20
21
22
23
24
25
26
27
28

Notary Public

My Commission Expires:

APPENDIX B

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

AMP PUBLICATIONS, INC., a
California corporation,
COMPUTER & WEB PUBLICATIONS, INC.,
a California corporation,
RANJIT NARAYAN, individually, as
an officer of the corporations,
and d/b/a NATIONWIDE
PUBLICATIONS, INC., and
ANA KEILTY, individually, as
an officer of the corporations,
and d/b/a ANA KEILTY
ENTERPRISES,

Defendants.

SACV-00-112-AHS-AN*

AFFIDAVIT ATTESTING TO
TRUTHFULNESS OF
FINANCIAL STATEMENT

I, _____, hereby state that the information
contained in the Corporate Financial Statements for Computer &
Web Publications, Inc. which I provided to the Federal Trade
Commission dated February 8, 2000, and February 21, 2000, and
other documents were true, accurate, and complete at such time.

I declare under penalty of perjury that the foregoing is
true and correct.

Executed on _____, at _____.

[Date]

[City, State]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Ana Keilty, President
COMPUTER & WEB PUBLICATIONS, INC.

State of _____, City of _____

Subscribed and sworn to before me
this _____ day of _____.

Notary Public
My Commission Expires:

APPENDIX C

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

SACV-00-112-AHS-ANx

AMP PUBLICATIONS, INC., a
California corporation,
COMPUTER & WEB PUBLICATIONS, INC.,
a California corporation,
RANJIT NARAYAN, individually, as
an officer of the corporations,
and d/b/a NATIONWIDE
PUBLICATIONS, INC., and
ANA KEILTY, individually, as
an officer of the corporations,
and d/b/a ANA KEILTY
ENTERPRISES.

AFFIDAVIT ATTESTING TO
TRUTHFULNESS OF
FINANCIAL STATEMENT

Defendants.

I, _____, hereby state that the information
contained in the Individual Financial Statements which I provided
to the Federal Trade Commission dated February 9, 2000, and
February 21, 2000, and other documents were true, accurate, and
complete at such time.

I declare under penalty of perjury that the foregoing is
true and correct.

Executed on _____, at _____

[Date]

[City, State]

IO 2115 "

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

ANA KEILTY

State of _____, City of _____

Subscribed and sworn to before me

this _____ day of _____

Notary Public
My Commission Expires:
