

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

1. This Court has jurisdiction of the subject matter of this case and the parties pursuant to 15 U.S.C. §§ 45(a) and 53(b), and 28 U.S.C. §§ 1331, 1337(a) and 1345.
2. Venue in this District is proper under 15 U.S.C. § 53(b) and 28 U.S.C. §§ 1391(b), (c) and (d).
3. The activities of Mr. Pasari, as alleged in the Complaint, are in or affecting commerce, as defined in Section 4 of the FTC Act, 15 U.S.C. § 44.
4. The Complaint states a claim upon which relief may be granted under Sections 5(a) and 13(b) of the FTC Act, 15 U.S.C. §§ 45(a) and 53(b).
5. Mr. Pasari has entered into this Order freely and without coercion. The parties acknowledge that they have read the provisions of this Order and are prepared to abide by them.
6. The parties waive all rights to seek judicial review or otherwise challenge or contest the validity of this Order. Mr. Pasari further waives and releases any claim he may have against the Commission and its employees, representatives, and agents.
7. Mr. Pasari waives any claims he may have under the Equal Access to Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this action through the date of the entry of this Order.
8. Mr. Pasari, in consenting to the entry of this Order, neither admits nor denies the allegations of the Complaint, except as stated in this Order. Mr. Pasari admits the facts necessary to establish jurisdiction.
9. Entry of this Order is in the public interest.

DEFINITIONS

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

1. **“Assets”** means any legal or equitable interest in, right to, or claim to, any real, personal, or intellectual property wherever located, including, but not limited to, chattel, goods, instruments, equipment, fixtures, general intangibles, effects, leaseholds, premises, contracts, mail or other deliveries, shares of stock, list of customer names, inventory, checks, notes, accounts, credits, receivables (as those terms are defined in the Uniform Commercial Code), funds, cash, and trusts.
2. **“Corporate Defendants”** means PCCare247 Inc., Connexions Infotech Inc., PC Care247 Solutions Pvt. Ltd., Connexions IT Services Pvt. Ltd. d/b/a Connexions Infotech Services Pvt. Ltd, individually, collectively, or in any combination.
3. **“Defendant” or “Defendants”** means the Individual Defendants and the Corporate Defendants, individually, collectively, or in any combination.
4. **“Document” or “Documents”** is synonymous in meaning and equal in scope to the usage of the term in the Federal Rules of Civil Procedure 34(a), and includes writings, drawings, graphs, charts, Internet sites, Web pages, Web sites, electronic correspondence, including e-mail and instant messages, photographs, audio and video recordings, computer records, contracts, accounting data, advertisements (including, but not limited to, advertisements placed on the World Wide Web), FTP Logs, Server Access Logs, USENET Newsgroup postings, World Wide Web pages, books, written or printed records, handwritten notes, telephone logs, telephone scripts, receipt books, ledgers, personal and business canceled checks and check registers, bank statements, appointment

books, computer records, and other data compilations from which information can be obtained and translated, if necessary, through detection devices into reasonably usable form. A draft or non-identical copy is a separate document within the meaning of the term.

5. **“Individual Defendants”** means Navin Pasari, Vikas Agrawal, Sanjay Agarwalla, Anuj Agrawal, and Parmeshwar Agrawal, individually, collectively, or in any combination.
6. **“Payment Processing”** for purposes of this Order only, means directly or indirectly providing a merchant, entity, or person with the means to access any consumer’s bank, credit card, prepaid/stored value card, or other non-telephone financial account using methods including but not limited to Remotely Created Payment Orders, Remotely Created Checks, Automated Clearing House (ACH) Debits, credit card transactions, debit card transactions, and prepaid/stored value card transactions. Whether accomplished through the use of software or otherwise, Payment Processing may include, among other things, the performance of any function of collecting, preparing, formatting, charging, or transmitting consumer bank account, credit card data, debit card data, or prepaid or stored value card data, for use in connection with the debiting, charging, or accessing of a consumer’s bank account, credit card account, or prepaid or stored value card account; monitoring, tracking, and reconciling payments, returns, and charge-backs; providing pre-authorization, post-authorization, and refund services to merchants; and disbursing funds receipts to merchants.
7. **“Person”** means a natural person, organization, or other legal entity, including a corporation, partnership, proprietorship, association, cooperative, government or

governmental subdivision or agency, or any other group or combination acting as an entity.

8. **“Plaintiff”** means the Federal Trade Commission.
9. **“Remotely Created Check” or “RCC”** means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose financial account the check is drawn. A Remotely Created Check is often also referred to as a “demand draft,” “bank draft,” “bank check,” or “preauthorized draft.” For purposes of this definition, a Remotely Created Check originates as a paper-based transaction, but can be processed subsequently through electronic means (such as through check imaging or scanning) or through non-electronic means.
10. **“Remotely Created Payment Order” or “RCPO”** means a payment instruction or order drawn on a person’s financial account that is initiated or created by the payee and that does not bear a signature applied, or purported to be applied, by the person on whose financial account the order is drawn, and which is deposited into or cleared through the check clearing system. For purposes of this definition, unlike a Remotely Created Check, a Remotely Created Payment Order does not originate as a paper-based transaction. A Remotely Created Payment Order is created when a seller, merchant, payment processor, or other entity enters financial account and routing numbers into an electronic check template that is converted into an electronic file for deposit into the check clearing system.
11. **“Representative”** means any person insofar as he or she is acting in the capacity of an officer, agent, servant, employee, or attorney of Mr. Pasari, and any person or entity in

active concert or participation with any of the foregoing who receives actual notice of this Order by personal service or otherwise.

12. The terms “**and**” and “**or**” shall be construed conjunctively or disjunctively as necessary, and to make the applicable phrase or sentence inclusive rather than exclusive.

I. BAN ON OPENING OR ASSISTING WITH THE OPENING OF PAYMENT PROCESSING ACCOUNTS

IT IS THEREFORE ORDERED that Mr. Pasari, whether acting directly or through any other person, is hereby permanently restrained and enjoined from opening or assisting with the opening of Payment Processing accounts for a company or other entity unless he maintains supervision over those Payment Processing accounts.

II. PROHIBITED REPRESENTATIONS

IT IS FURTHER ORDERED that Mr. Pasari and his Representatives, 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 good or service, 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, any affiliation with, endorsement or approval by, ownership interest in, or officer status of, any business.

III. MONETARY RELIEF

IT IS FURTHER ORDERED that

- A. Judgment is hereby entered in favor of the Commission and against Mr. Pasari in the amount of \$14,369.00, which is the amount of money Mr. Pasari received from the other Defendants, as equitable monetary relief.

- B. The \$14,369.00 deposited by Mr. Pasari into Harris, O'Brien, St. Laurent & Houghteling LLP's client trust account on December 7, 2012 will continue to be held in escrow by Harris, O'Brien, St. Laurent & Houghteling LLP for the sole purpose of satisfying the monetary judgment in this Section. Within ten (10) days of the entry of this Order, Harris, O'Brien, St. Laurent & Houghteling LLP shall transfer the escrowed funds to the Commission, in accordance with directions provided by counsel for the Commission.
- C. Within ten (10) days of entry of this Order, Mr. Pasari will divest his ownership shares in PCCare247 Inc. Mr. Pasari will transfer any proceeds he receives from the divestiture to the FTC within ten (10) days of receiving any such funds.
- D. Mr. Pasari relinquishes all dominion, control, and title to the funds paid to the fullest extent permitted by law. Mr. Pasari shall make no claim to or demand for return of the funds, directly or indirectly, through counsel or otherwise.

IV. COOPERATION WITH FTC COUNSEL

IT IS FURTHER ORDERED that Mr. Pasari shall, in connection with this action or any subsequent investigations related to or associated with the transactions or the occurrences that are the subject of the FTC's Complaint, cooperate in good faith with the FTC and appear at such places and times as the FTC shall reasonably request, after written notice, for interviews, conferences, pretrial discovery, review of Documents, and for such other matters as may be reasonably requested by the FTC. If requested in writing by the FTC, Mr. Pasari shall appear and provide truthful testimony in any trial, deposition, or other proceeding related to or associated with the transactions or the occurrences that are the subject of the Complaint, without the service of a subpoena.

V. ORDER ACKNOWLEDGMENTS

IT IS FURTHER ORDERED that Mr. Pasari shall obtain acknowledgments of receipt of this Order:

- A. Within 7 days of entry of this Order, Mr. Pasari must submit to the Commission an acknowledgment of receipt of this Order sworn under penalty of perjury.
- B. For 3 years after entry of this Order, Mr. Pasari, for any business that he, individually or collectively with any other Defendant, is the majority owner or directly or indirectly controls must deliver a copy of this Order to: (1) all principals, officers, directors, and managers who participate in Payment Processing; (2) all employees, agents, and representatives who participate in Payment Processing; 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 such Persons assume their responsibilities.
- C. From each individual or entity to which Mr. Pasari delivered a copy of this Order, he must obtain, within 30 days, a signed and dated acknowledgment of receipt of this Order.

VI. COMPLIANCE REPORTING

IT IS FURTHER ORDERED that Mr. Pasari shall make timely submissions to the Commission:

- A. One year after entry of this Order, Mr. Pasari must submit a compliance report, sworn under penalty of perjury.
 1. Mr. Pasari 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 Mr. Pasari performs services whether as an employee or otherwise and any entity in which Mr. Pasari has any ownership interest; (c) describe in detail Mr. Pasari's involvement in each such business, including title, role, responsibilities, participation, authority, control, and any ownership; (d) designate at least one telephone number and an email, physical, and postal address as points of contact, which representatives of the Commission may use to communicate with Mr. Pasari; (e) identify all of Mr. Pasari's businesses by all of their names, telephone numbers, and physical, postal, email, and Internet addresses; (f) 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; (g) describe in detail whether and how Mr. Pasari is in compliance with each Section of this Order; and (h) provide a copy of each Order Acknowledgment obtained pursuant to this Order, unless previously submitted to the Commission.

- B. For 5 years following entry of this Order, Mr. Pasari must submit a compliance notice, sworn under penalty of perjury, within 14 days of any change in the following:
1. Mr. Pasari must report any change in: (a) any designated point of contact; or (b) the structure of any entity that Mr. Pasari 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, Mr. Pasari 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. Mr. Pasari must submit to the Commission 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 Commission 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 Commission representative in writing, all submissions to the Commission 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. PCCare247 Inc. et al., X No. 120057.

VII. RECORDKEEPING

IT IS FURTHER ORDERED that Mr. Pasari must create certain records for 5 years after entry of the Order, and retain each such record for 5 years. Specifically, Mr. Pasari for any

business in which he, 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. Complaints and refund requests, whether received directly or indirectly, such as through a third party, and any response;
- D. All records necessary to demonstrate full compliance with each provision of this Order, including all submissions to the Commission; and
- E. A copy of each advertisement or other marketing material.

VIII. COMPLIANCE MONITORING

IT IS FURTHER ORDERED that, for the purpose of monitoring Mr. Pasari's compliance with this Order, including any failure to transfer any Assets as required by this Order:

- A. Subject to the proviso below, within 14 days of receipt of a written request from a representative of the Commission, Mr. Pasari 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 Commission 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. *Provided that*, Mr. Pasari, after attempting to

resolve a dispute without court action and for good cause shown, may file a motion with this Court seeking an order including one or more of the protections set forth in Rule 26 (c).

- B. For matters concerning this Order, the Commission is authorized to communicate with Mr. Pasari through his counsel Julie Withers or Jonathan Harris of Harris, O'Brien, St. Laurent & Houghteling, 111 Broadway, Suite 402 New York, NY 10006, 212-397-3370. Should Julie Withers or Jonathan Harris of Harris, O'Brien, St. Laurent & Houghteling cease representation of Mr. Pasari, the Commission is authorized to communicate directly with the Mr. Pasari. Should Mr. Pasari retain counsel other than Julie Withers or Jonathan Harris, and Mr. Pasari wants that counsel to be advised of any communication between the Commission and Mr. Pasari, Mr. Pasari shall provide written notice of the name, address, and phone number of that counsel by overnight courier (not the U.S. Postal Service) to:

Associate Director for Enforcement
Bureau of Consumer Protection
Federal Trade Commission
600 Pennsylvania Avenue, N.W.
Washington, D.C. 20580
RE: FTC v. PCCare247 Inc. et al., X No. 120057.

Provided however, nothing in this provision shall limit the Commission's authority to pose as a consumer or supplier pursuant to Subsection C of this Section. *Provided further* that Mr. Pasari must permit representatives of the Commission to interview any employee or other person affiliated with Mr. Pasari who has agreed to such an interview. The person interviewed may have counsel present.

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

IX. RETENTION OF JURISDICTION

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

IT IS SO ORDERED, this 12th day of November 2013.

Paul A. Engelmayer *gn*
Judge Paul A. Engelmayer
United States District Judge
Southern District of New York

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SO STIPULATED AND AGREED:

FOR DEFENDANT NAVIN PASARI:



Navin Pasari

Date: 7/18/2013

FOR THE PLAINTIFF
FEDERAL TRADE COMMISSION:



Christine M. Todaro, OH Bar #0084976
Colleen B. Robbins, SDNY Bar #CB5086
Kelly Horne, CA Bar #242675
Benjamin R. Davidson, DC Bar #975509
Federal Trade Commission
600 Pennsylvania Ave. NW
Washington, DC 20580
(202) 326-3711; ctodaro@ftc.gov
(202) 326-2548; crobbins@ftc.gov
(202) 326-3031; khorne@ftc.gov
(202) 326-3055; b davidson@ftc.gov

Date: 11/16/2013