

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF TEXAS  
SHERMAN DIVISION**

**Federal Trade Commission,**

Plaintiff,

v.

**Think All Publishing, L.L.C. and**

**Yuri Mintskovsky,**

Defendants.

Civil Action No. 4:07CV11

**STIPULATED FINAL JUDGMENT AND ORDER  
FOR PERMANENT INJUNCTION**

Plaintiff, the Federal Trade Commission (“FTC” or “Commission”), filed its Complaint for a permanent injunction and other equitable relief in this matter pursuant to Sections 5(a) and 13(b) of the Federal Trade Commission Act, 15 U.S.C. §§ 45(a) and 53(b), charging Defendants Think All Publishing, L.L.C. and Yuri Mintskovsky with unfair and deceptive acts and practices in violation of Section 5 of the FTC Act, 15 U.S.C. § 45, and the Unordered Merchandise Statute, 39 U.S.C. § 3009.

Plaintiff Commission, by and through its attorneys, and Defendants Think All Publishing, L.L.C. and Yuri Mintskovsky have agreed to entry of this Stipulated Final Judgment and Order for Permanent Injunction (“Order”) by this Court in order to resolve all claims against Defendants in this action. The Commission and Defendants have consented to entry of this Order without trial or adjudication of any issue of law or fact herein and without Defendants admitting liability for any of the violations alleged in the Complaint.

Being fully advised in the premises and acting upon the joint motion of the parties to enter this Order,

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

1. This Court has jurisdiction over the subject matter of this case and personal jurisdiction over Defendants;
2. The Complaint states a claim upon which relief may be granted against Defendants under Sections 5 and 13(b) of the FTC Act, 15 U.S.C. §§ 45 and 53(b), and the Unordered Merchandise Statute, 39 U.S.C. § 3009;
3. Venue in this district is proper under 28 U.S.C. § 1391(b) and 15 U.S.C. § 53(b);
4. The activities of Defendants are “in or affecting commerce” as “commerce” is defined in Section 4 of the FTC Act, 15 U.S.C. § 44;
5. Entry of this Order is in the public interest;
6. Defendants have read and fully understand the Complaint against them and the provisions of this Order, and they freely enter into this Order; and
7. Defendants have waived all claims under the Equal Access to Justice Act, 28 U.S.C. § 2412, and all rights to seek judicial review or otherwise challenge the validity of this Order. The parties shall each bear their own costs and attorney’s fees incurred in this action.

#### **DEFINITIONS**

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

- A. Unless otherwise specified, “**Defendants**” means:
  - a. Think All Publishing, L.L.C., a Texas limited liability company, its

divisions and subsidiaries, and its successors and assigns; and

b. Yuri Minskovsky, individually.

B. “**Assets**” means any legal or equitable interest in, right to, or claim to, any real and personal property, including, but not limited to, “goods,” “instruments,” “equipment,” “fixtures,” “general intangibles,” “inventory,” “checks,” “notes” (as these terms are defined in the Uniform Commercial Code), and all chattel, leaseholds, contracts, mail or other deliveries, shares of stock, lists of consumer names, accounts, credits, premises, receivables, funds, and cash, wherever located.

C. “**Assisting others**” includes, but is not limited to, providing any of the following goods or services to another entity: (1) performing customer service functions, including, but not limited to, receiving or responding to consumer complaints; (2) formulating or providing, or arranging for the formulation or provision of, any telephone sales script or any other marketing material; (3) providing names of, or assisting in the generation of, potential customers; or (4) performing marketing or billing services of any kind.

D. “**Document**” is synonymous in meaning and equal in scope to the usage of the term “documents or electronically stored information” in Federal Rule of Civil Procedure 34(a) and includes writings, drawings, graphs, charts, photographs, audio and video recordings, files, media, or records containing electronically stored information, and other data compilations from which the 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.

E. **“Billing Information”** means any data that enables any person to access a consumer’s account, such as a credit card, checking, savings, share, or similar account, utility bill, mortgage loan account, or debit card.

F. **“Clearly and Conspicuously”** means:

- a. in print communications, the message shall be in a type size and location sufficiently noticeable for an ordinary consumer to read and comprehend it, in print that contrasts with the background against which it appears;
- b. in communications disseminated orally, the message shall be delivered in a volume and cadence sufficient for an ordinary consumer to hear and comprehend it;
- c. in communications made through an electronic medium (such as television, video, radio, and interactive media such as the Internet, online services, and software), the message shall be presented simultaneously in both the audio, if any, and visual portions of the communication. In any communication presented solely through visual or audio means, the message may be made through the same means in which the communication is presented. In any communication disseminated by means of an interactive electronic medium such as software, the Internet, or online services, a disclosure must be unavoidable and presented prior to the consumer incurring any financial obligation. Any audio message shall be delivered in a volume and cadence sufficient for an ordinary consumer

to hear and comprehend it. Any visual message shall be of a size and shade, with a degree of contrast to the background against which it appears, and shall appear on the screen for a duration and in a location sufficiently noticeable for an ordinary consumer to read and comprehend it; and

- d. regardless of the medium used to disseminate it, the message shall be in understandable language and syntax. Nothing contrary to, inconsistent with, or in mitigation of the message shall be used in any communication.

**G. “Negative Option Feature”** means, in an offer or agreement to sell or provide any product or service, a provision under which the consumer’s silence or failure to take an affirmative action to reject products or services or to cancel the agreement is interpreted by the seller or provider as acceptance of the offer. Agreements with Negative Option Features include, but are not limited to: (i) free or introductory price trial offers in which the consumer receives a product or service for free or at a nominal or introductory price for an initial period and will incur an obligation to pay or pay a greater amount for the product or service if he or she does not take affirmative action to cancel, reject, or return the product or service before the end of that period; (ii) continuity plans in which, subsequent to the consumer's agreement to the plan, the seller or provider automatically ships products to a consumer unless the consumer notifies the seller or provider within a certain time not to ship the products; and (iii) automatic renewal plans in which the seller or provider automatically renews the agreement and charges the consumer unless the consumer cancels before the renewal.

## ORDER

### I. PROHIBITION ON MISREPRESENTATIONS

**IT IS THEREFORE ORDERED** that Defendants, and their agents, servants, salespersons, employees, and those persons in active concert or participation with them, whether acting directly or through any sole proprietorship, partnership, limited liability company, corporation, subsidiary, branch, division, or other entity, who receive actual notice of this Order by personal service or otherwise, in connection with the advertising, promoting, offering for sale, or sale of any product or service by means of a Negative Option Feature, 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. That a product or service is offered on a “free,” “trial,” or “no obligation” basis, or words of similar import, denoting or implying the absence of any obligation on the part of the recipient of the offer to affirmatively act in order to avoid charges if, in fact, a charge will be assessed pursuant to the offer unless the consumer takes affirmative action to cancel;

B. The amount that a consumer will be charged or billed;

C. That a consumer will not be charged or billed;

D. The timing or manner of any charge or bill (including, but not limited to, whether it will be a credit card charge or a checking account debit);

E. The length of any trial period that consumers receive before being charged or billed; and

F. Through, among other things, mailings, email, billings, credit card charges, and

checking account debits, that a consumer purchased or agreed to purchase a product or service, or that a transaction has been authorized by a consumer.

## **II. REQUIRED DISCLOSURES**

**IT IS FURTHER ORDERED** that Defendants, and their agents, servants, salespersons, employees, and those persons in active concert or participation with them, whether acting directly or through any sole proprietorship, partnership, limited liability company, corporation, subsidiary, branch, division, or other entity, who receive actual notice of this Order by personal service or otherwise, in connection with the advertising, promoting, offering for sale, or sale of any product or service, are hereby permanently restrained and enjoined from failing to clearly and conspicuously disclose, before consumers are asked to pay money, submit consideration, or submit billing information: all fees and costs; all material conditions, limitations, or restrictions applicable to the purchase, receipt, or use of the product or service that is the subject of the offer (including any promotion associated with free products or services, or products or services available on a trial basis); and all material terms and conditions of any offer with a Negative Option Feature, including, but not limited to:

**A.** The dollar amount of the first payment and when it will be charged, withdrawn, or become due; the timing or frequency (*e.g.*, monthly, quarterly) of all subsequent charges or payments and the dollar amount or range of costs of all subsequent charges or payments;

**B.** If a withdrawal will be made or a charge assessed at the end of a trial period unless the consumer cancels: this fact; when the trial period begins; the length of the trial

period; the specific steps and means by which a cancellation request must be submitted; and the date by or time period within which a cancellation request must be received to avoid a charge;

C. If products are automatically shipped to a consumer, or a membership, subscription, or agreement for products or services that are offered on a periodic basis is automatically renewed unless the consumer provides notification within a certain time not to ship or renew: this fact; the length of the subsequent renewal period; the manner in which a notice not to ship or renew must be submitted; the date by or time period within which a notice not to ship or renew must be received to avoid shipment or renewal (*e.g.*, two weeks after the consumer is advised of an upcoming shipment); and the telephone number, email address, or street address to which such notice must be directed; and

D. All material conditions, limitations and restrictions on the ability of the consumer to use any product or service that is offered “free,” “risk-free,” with “no obligation,” or as discounted or reduced in price, or words of similar import denoting or implying the absence of any obligation on the part of the recipient of such offer to pay or pay a greater amount for such product or service or to take affirmative action to avoid incurring payment or increased payment obligations, whether such product or service is the subject of the offer to the consumer or such product or service is offered to a consumer who accepts an offer for other products or services.



### III. EXPRESS INFORMED CONSENT

**IT IS FURTHER ORDERED** that Defendants, and their agents, servants, salespersons, employees, and those persons in active concert or participation with them, whether acting directly or through any sole proprietorship, partnership, limited liability company, corporation, subsidiary, branch, division, or other entity, who receive actual notice of this Order by personal service or otherwise, in connection with the advertising, promoting, offering for sale, or sale of any product or service, are hereby permanently restrained and enjoined from directly or indirectly using billing information to obtain payment in connection with the marketing of any product or service, without the express informed consent of the consumer, which shall include express informed consent to be charged for the product or service using a specified billing account, and the clear and conspicuous disclosure of the information identified in Section II, above, in close proximity to the consumer's express consent to purchase such products or services. In connection with the marketing of any product or service pursuant to an offer or agreement with a Negative Option Feature, the following requirements must be met to evidence express informed consent:

A. One of the following means must be used to evidence that the consumer has given express informed consent:

1. Obtaining the consumer's express written or digital authorization to purchase the product or service that is the subject of the transaction and the consumer's authorization to assess a charge against a specified account for payment. Such authorization must include the consumer's signature

(the term “signature” includes a verifiable electronic or digital form of signature, to the extent such form of signature is recognized as a valid signature under applicable federal law, including E-SIGN, or state contract law); or

2. Obtaining the consumer’s express oral authorization to purchase the product or service that is the subject of the transaction and the consumer’s authorization to assess a charge against a specified account for payment that is audio-recorded, as follows:
  - a. the recording must evidence that the consumer, during that transaction, at a minimum, has provided the last four (4) digits of the account number to be charged;
  - b. the recording must evidence that the disclosure requirements of Section II, above, have been complied with;
  - c. the recording must include the entirety of the transaction;
  - d. the recording can be identified and located by either the consumer’s name or telephone number; and
  - e. a copy of the recording is provided upon request to the consumer, the consumer’s bank, credit or debit card company or other billing entity, state attorney general or consumer protection agency, and the Commission.

**B.** For any transaction involving a service, within the lesser of ten (10) days after the date of the transaction or half the time of any trial period, the consumer must be sent written confirmation of the transaction that includes all information required to be disclosed pursuant to Section II, above, and a clear and conspicuous statement of the procedures by which the consumer can cancel or obtain a refund. The confirmation must be sent either by first class mail with the nature of the confirmation identified in a clear and conspicuous manner on the outside of the envelope or by a private mail carrier pre-approved by the Commission's Associate Director of Enforcement; *provided, however*, that the term "service" as used in subsection B of Section III of this Order does not include providing a service for which there is no charge or fee in addition to the purchase price of the computer software CDs sold or marketed by Defendants;

**C.** For any transaction involving a product, the first product shipment must contain written confirmation of the transaction that includes all of the information that is required to be disclosed pursuant to Section II, above, and a clear and conspicuous statement of the procedures by which the consumer can cancel or obtain a refund; and

**D.** At least thirty (30) days prior to renewing a consumer's membership, subscription, or agreement to purchase for any service (in the case of a membership, subscription, or agreement whose term is six months or longer) and prior to the submission for payment of a consumer's billing information for such services, a consumer must be sent written confirmation of such renewal that includes all of the information that is required to be disclosed pursuant to Subsections II.A, B, and D of this Order, above, and a clear and conspicuous statement of the procedures by which the consumer can cancel such renewal. The confirmation

must be sent either by first class mail with the nature of the confirmation identified in a clear and conspicuous manner on the outside of the envelope or by a private mail carrier pre-approved by the Commission's Associate Director of Enforcement; *provided, however*, that the term "service" as used in subsection D of Section III of this Order does not include providing a service for which there is no charge or fee in addition to the purchase price of the computer software CDs sold or marketed by Defendants

#### **IV. PROHIBITIONS RELATING TO REFUNDS AND CANCELLATIONS**

**IT IS FURTHER ORDERED** that Defendants, and their agents, servants, salespersons, employees, and those persons in active concert or participation with them, whether acting directly or through any sole proprietorship, partnership, limited liability company, corporation, subsidiary, branch, division, or other entity, who receive actual notice of this Order by personal service or otherwise, in connection with the advertising, promoting, offering for sale, or sale of any product or service, are hereby permanently restrained and enjoined:

**A.** From failing to disclose, clearly and conspicuously, before consumers are asked to pay money, submit consideration, or submit billing information: (1) if a representation is made about a refund or cancellation policy, all material terms and conditions of such policy; or (2) if there is a policy of not making refunds or cancellations, this fact;

**B.** If a policy allowing consumers to cancel or obtain a refund has been disclosed to the consumer, from failing to honor any request that complies with such policy; and

**C.** From misrepresenting, or assisting others in misrepresenting, expressly or by implication, the terms and conditions of any refund or cancellation policy or policies, including

but not limited to, that consumers who accept an offer can easily cancel to avoid the assessment of a charge.

**V. PROHIBITION ON VIOLATIONS OF THE UNORDERED MERCHANDISE STATUTE**

**IT IS FURTHER ORDERED** that Defendants, and their agents, servants, salespersons, employees, and those persons in active concert or participation with them, whether acting directly or through any sole proprietorship, partnership, limited liability company, corporation, subsidiary, branch, division, or other entity, who receive actual notice of this Order by personal service or otherwise, in connection with the advertising, promoting, offering for sale, or sale of any product or service, are hereby permanently restrained and enjoined from violating any of the provisions of the Unordered Merchandise Statute, 39 U.S.C. § 3009, or as it may hereafter be amended, including, but not limited to:

**A.** Sending any merchandise without the prior expressed request or consent of the recipient unless such merchandise is clearly and conspicuously marked as a free sample and has attached to it a clear and conspicuous statement that the recipient may treat the merchandise as a gift and may retain, use, discard, or dispose of it in any manner without any obligation whatsoever to the sender; and

**B.** Sending any communication, including, but not limited to, bills, invoices, reminders, letters, notices, or dunning communications, that in any manner seeks to obtain payment for any merchandise shipped without the prior expressed request or consent of the recipient.

**VI. PROHIBITION ON PROVIDING CUSTOMER LISTS**

**IT IS FURTHER ORDERED** that Defendants, and their agents, servants, employees, and all other persons or entities in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, are hereby permanently restrained and enjoined from selling, renting, leasing, transferring, or otherwise disclosing the name, address, telephone number, social security number, or other identifying information of any person who purchased products and services from Defendants at any time prior to January 12, 2007.

*Provided, however,* that Defendants may disclose such identifying information to a law enforcement agency or as required by any law, regulation, or court order.

**VII. MONETARY JUDGMENT**

**IT IS FURTHER ORDERED** that

A. Judgment in the amount of SIX MILLION DOLLARS (\$6,000,000) is entered jointly and severally against Defendants Think All Publishing, L.L.C. and Yuri Minskovsky as equitable monetary relief, including, but not limited to, restitution and/or disgorgement; *provided, however,* that upon Defendants' fulfillment of the payment obligations of Section VII.B of this Order, this judgment shall be deemed satisfied subject only to the provisions of Section VIII of this Order.

B. The third parties identified in Attachment A to this Order, which is under seal, are ordered to turn over to the Commission or its designated agent the assets identified in Attachment A to this Order totaling approximately two million one hundred fifty thousand dollars (\$2,150,000) (the exact amount to be determined when the assets, including mutual

funds, are unfrozen and liquidated) in the form of wire transfers or certified or cashier's checks made payable to the Commission or such agent as the Commission may direct. Defendants are ordered to turn over seventeen thousand five hundred dollars (\$17,500) to the Commission or its designated agent in the form of a wire transfer or certified or cashier's check made payable to the Commission or such agent as the Commission may direct.

*Provided* that to the extent any identified third party cannot comply with this Subsection without the assistance of Defendants, such party must, within three (3) business days of receiving this Order, notify Defendants and counsel for the FTC of its inability to comply. Such notification shall specify the actions by Defendant(s) that are necessary to comply with this Order. Defendants shall immediately complete any action necessary to facilitate the identified third party's ability to timely comply with this Section, and Defendants' failure to complete such action within ten (10) days shall be deemed a violation of the Order, and interest at the rate prescribed in 28 U.S.C. § 1961 shall immediately begin to accrue.

C. Time is of the essence for the payments specified above. In the event that Defendants do not fulfill, or only partially fulfill, their obligations, Defendants shall be immediately liable for payment of SIX MILLION DOLLARS (\$6,000,000.00), which is the entire amount of the judgment, plus interest at the rate prescribed in 28 U.S.C. § 1961. Notwithstanding any other provision of this Order, Defendants agree that, if they fail to meet their obligations set forth in this Section of the Order, the facts as alleged in the Complaint filed in this matter shall be taken as true in any subsequent litigation filed by the Commission to

enforce its rights pursuant to this Order, including, but not limited to, a nondischargeability complaint in any subsequent bankruptcy proceeding.

**D.** All funds paid pursuant to this Order shall be deposited into a fund administered by the Commission or its agent to be used for equitable relief, including, but not limited to, restitution and any attendant expenses for the administration of any fund to redress consumer injury. In the event that direct restitution to consumers is wholly or partially impracticable or funds remain after restitution is completed, the Commission may apply any remaining funds for such other equitable relief (including consumer information remedies) as it determines to be reasonably related to the Defendants' practices alleged in the Complaint. Any funds not used for such equitable relief shall be deposited to the Treasury as disgorgement. Defendants shall have no right to challenge the Commission's choice of remedies under this Section.

**E.** Defendants shall have no right to contest the manner of distribution chosen by the Commission. No portion of any payments under the judgment herein shall be deemed a payment of any fine, penalty, or punitive assessment.

**F.** Defendants acknowledge and agree that any money paid pursuant to this Order is irrevocably paid to the FTC for purposes of settlement between the FTC and Defendants, and Defendants relinquish all rights, title, and interest to such money.

**G.** Defendants shall provide the Commission, or its agent, within thirty (30) days of a request, to the extent such records exist, the following information for all consumers who purchased computer software CDs from Defendants prior to January 12, 2007: name, last known



address, telephone number, e-mail address, amounts paid to Defendants, and the amount of refund, if any. Defendants shall provide this information in electronic format, if available.

#### **VIII. FINANCIAL STATEMENTS**

**IT IS FURTHER ORDERED** that, within five (5) business days after entry of this Order, Defendants each shall submit to the FTC a truthful sworn statement that shall acknowledge receipt of this Order and shall reaffirm and attest to the truth, accuracy and completeness of the financial statements previously submitted to the FTC. The FTC's agreement to this Order and the Court's approval are expressly premised on the truthfulness, accuracy and completeness of the financial statements and supporting documents submitted to the FTC on March 4, 2008. If, upon motion by the FTC, the Court finds that the financial statements or supporting documents of any Defendant contain any material misrepresentation or failed to disclose any material asset the value of which exceeds \$1,000, then the suspension of the judgment set forth in Section VII shall be vacated and the full amount of the judgment shall immediately become due and payable, less any payments already made; *provided, however*, that in all other respects this Order shall remain in full force and effect unless otherwise ordered by the Court; and, *provided further*, that proceedings instituted under this provision would be in addition to, and not in lieu of, any other civil or criminal remedies as may be provided by law, including any other proceedings that the FTC may initiate to enforce this Order. For purposes of this Section VIII, Defendants waive any right to contest any of the allegations in the Complaint.

**IX. COMPLIANCE MONITORING**

**IT IS FURTHER ORDERED** that, for the purpose of monitoring and investigating compliance with any provision of this Order:

A. Within fifteen (15) days of receipt of written notice from a representative of the Commission, Defendants each shall submit additional written reports, sworn to under penalty of perjury; produce documents for inspection and copying; appear for deposition; and/or provide entry during normal business hours to any business location in such defendant's possession or direct or indirect control to inspect the business operation;

B. In addition, the Commission is authorized to monitor compliance with this Order by all other lawful means, including but not limited to the following:

1. obtaining discovery from any person, without further leave of court, using the procedures prescribed by Fed. R. Civ. P. 30, 31, 33, 34, 36, and 45;

2. posing as consumers and suppliers to Defendants, their employees, or any other entity managed or controlled in whole or in part by Defendant Think All Publishing, L.L.C. or Defendant Yuri Minskovsky, without the necessity of identification or prior notice; and

C. Defendants shall permit representatives of the Commission to interview any employer, consultant, independent contractor, representative, agent, or employee who has agreed to such an interview, relating in any way to any conduct subject to this Order. The person interviewed may have counsel present;

*Provided, however,* that nothing in this Order shall limit 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, to obtain any documentary material, tangible things, testimony, or information relevant to unfair or deceptive acts or practices in or affecting commerce (within the meaning of 15 U.S.C. § 45(a)(1)).

#### **X. COMPLIANCE REPORTING BY DEFENDANTS**

**IT IS FURTHER ORDERED** that, in order that compliance with the provisions of this Order may be monitored:

- A. For a period of three (3) years from the date of entry of this Order,
  1. Defendant Yuri Minskovsky shall notify the Commission of the following:
    - a. any changes in his residence, mailing addresses, and telephone numbers within ten (10) days of the date of such change;
    - b. any changes in his employment status (including self-employment), and any change in his ownership in any business entity, within thirty (30) days of the date of such change. Such notice shall include the name and address of each business that he is affiliated with, employed by, creates or forms, or performs services for; a statement of the nature of the business; and a statement of his duties and responsibilities in connection with the business or employment; and

c. any change in his name or use of any aliases or fictitious names;  
and

2. Defendants shall notify the Commission of any changes in the corporate structure of Defendant Think All Publishing, L.L.C. or any business entity that Defendant Yuri Mintskovsky directly or indirectly controls, or has an ownership interest in, that may affect compliance obligations arising under this Order, including but not limited to a dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor entity; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this Order; the filing of a bankruptcy petition; or a change in the corporate name or address, at least thirty (30) days prior to such change, provided that, with respect to any proposed change in the corporation about which Defendants learn of less than thirty (30) days prior to the date such action is to take place, Defendants shall notify the Commission as soon as is practicable after obtaining such knowledge;

**B.** One hundred eighty (180) days after the date of entry of this Order, Defendants each shall provide a written report to the FTC, sworn to under penalty of perjury, setting forth in detail the manner and form in which they have complied and are complying with this Order.

This report shall include, but not be limited to:

1. For Defendant Yuri Mintskovsky:

- a. his then-current residence address, mailing addresses, and telephone numbers;
- b. his then-current employment and business addresses and telephone numbers, a description of the business activities of each such employer or business, and his title and responsibilities for each such employer or business; and
- c. any other changes required to be reported under subparagraph A of this Section X;

2. For all Defendants:

- a. a copy of each acknowledgment of receipt of this Order obtained pursuant to Section XII; and
- b. any other changes required to be reported under subparagraph A of this Section X;

C. For the purposes of this Order, Defendants shall, unless otherwise directed by the Commission's authorized representatives, mail all written notifications to the Commission to:

Associate Director, Division of Enforcement  
Federal Trade Commission  
601 New Jersey Avenue, N.W.  
Washington, D.C. 20580  
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D. For purposes of the compliance reporting and monitoring required by this Order, the Commission is authorized to communicate directly with Defendants.

## **XI. RECORD KEEPING**

**IT IS FURTHER ORDERED** that, for a period of six (6) years from the date of entry of this Order, in connection with any business where Defendant Think All Publishing, L.L.C. or Defendant Yuri Minskovsky is the majority owner of the business or directly or indirectly manages or controls the business, Defendants and their agents, employees, officers, corporations, successors, and assigns, and those persons in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, are hereby restrained and enjoined from failing to create and retain the following records:

- A.** Accounting records that reflect the cost of goods or services sold, revenues generated, and the disbursement of such revenues;
- B.** Personnel records accurately reflecting: the name, address, and telephone number of each person employed in any capacity by such business, including as an independent contractor; that person's job title or position; the date upon which the person commenced work; and the date and reason for the person's termination, if applicable;
- C.** Customer files containing the names, addresses, telephone numbers (if known), dollar amounts paid, quantity of items or services purchased, and description of items or services purchased, to the extent such information is obtained in the ordinary course of business;
- D.** Complaint and refund requests (whether received directly, indirectly or through any third party) and any responses to those complaints or requests;
- E.** Copies of all sales scripts, training materials, advertisements, or other marketing materials; and

F. All records and documents necessary to demonstrate full compliance with each provision of this Order, including but not limited to, copies of all procedures for receiving and responding to consumer complaints, all documents relating to investigations of consumer complaints, and all documents demonstrating how each consumer complaint was responded to or addressed, required by Section XI; acknowledgments of receipt of this Order, required by Section XII; and all reports submitted to the FTC pursuant to Section IX.

## **XII. DISTRIBUTION OF ORDER BY DEFENDANTS**

**IT IS FURTHER ORDERED** that, for a period of three (3) years from the date of entry of this Order, Defendants shall deliver copies of this Order as directed below:

A. Defendant Think All Publishing, L.L.C. must deliver a copy of this Order to all principals, officers, directors, and managers. Defendant Think All Publishing, L.L.C. also must deliver copies of this Order to all of its employees, agents, and representatives who engage in conduct related to the subject matter of the Order. For current personnel, delivery shall be within five (5) days of service of this Order upon Defendant Think All Publishing, L.L.C. For new personnel, delivery shall occur prior to them assuming their responsibilities;

B. Defendant Yuri Minskovsky as control person: For any business entity that Defendant Yuri Minskovsky controls, directly or indirectly, or in which he has a majority ownership interest, Defendant Yuri Minskovsky must deliver a copy of this Order to all principals, officers, directors, and managers. Defendant Yuri Minskovsky must also deliver copies of this Order to all employees, agents, and representatives who engage in conduct related to the subject matter of the Order. For current personnel, delivery shall be within five (5) days

of service of this Order upon Defendant Yuri Minskovsky. For new personnel, delivery shall occur prior to them assuming their responsibilities;

C. Defendant Yuri Minskovsky as employee or non-control person: For any business where Defendant Yuri Minskovsky is not a controlling person of a business but otherwise engages in conduct related to the subject matter of the Order, Defendant Yuri Minskovsky must deliver a copy of this Order to all principals and managers of such business before engaging in such conduct; and

D. Defendants must secure a signed and dated statement acknowledging receipt of the Order, within thirty (30) days of delivery, from all persons receiving a copy of the Order pursuant to this Section.

### **XIII. ACKNOWLEDGMENT OF RECEIPT OF ORDER BY DEFENDANTS**

**IT IS FURTHER ORDERED** that Defendants, within five (5) business days of receipt of this Order as entered by the Court, must each submit to the Commission a truthful sworn statement acknowledging receipt of this Order.

### **XIV. LIFTING OF ASSET FREEZE**

**IT IS FURTHER ORDERED** that upon entry of this Order and transfer of the amounts set forth in Section VII, the freeze against assets imposed by the Preliminary Injunction Order Freezing Assets and Providing Equitable Relief, entered in this case on September 4, 2007, shall be lifted permanently as to Defendants.

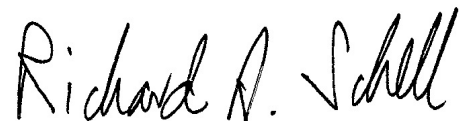


**XV. RETENTION OF JURISDICTION**

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

**IT IS SO ORDERED.**

**SIGNED** this the 27th day of May, 2008.

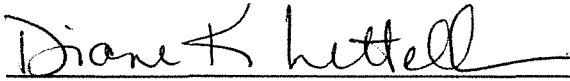
Handwritten signature of Richard A. Schell in black ink.

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RICHARD A. SCHELL  
UNITED STATES DISTRICT JUDGE

**SO STIPULATED AND AGREED:**

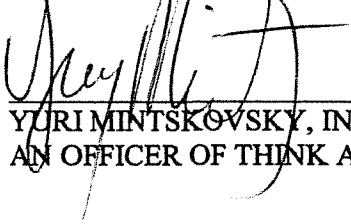
**FOR DEFENDANT THINK ALL PUBLISHING, L.L.C.**



Date: 3/19/2008

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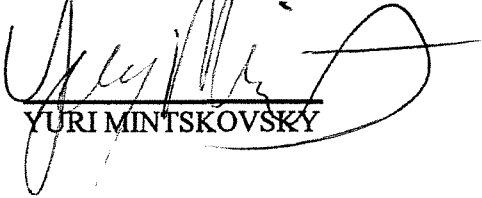
**FOR DEFENDANT YURI MINTSKOVSKY, AND  
THINK ALL PUBLISHING, L.L.C.**



Date: 3/19/2008

YURI MINTSKOVSKY, INDIVIDUALLY AND AS  
AN OFFICER OF THINK ALL PUBLISHING, L.L.C.

**FOR DEFENDANT YURI MINTSKOVSKY**

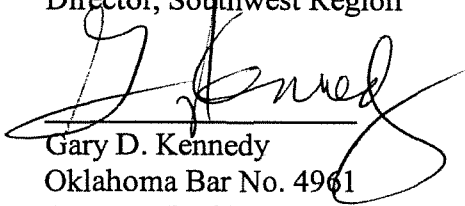
  
YURI MINTSKOVSKY

Date: 3/19/2008

**FOR THE PLAINTIFF  
FEDERAL TRADE COMMISSION**

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