

**UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION**

FEDERAL TRADE COMMISSION

Plaintiff,

v.

GLOBAL MARKETING GROUP,  
INC., et al.,

Defendants.

Case No. 8:06-cv-2272-T-30TGW

**ORDER FOR PERMANENT INJUNCTION AND FINAL JUDGMENT AS TO  
DEFENDANT KEVIN D. ASTL**

Plaintiff, the Federal Trade Commission (“FTC” or “the Commission”), commenced this action by filing its Complaint, followed by a First Amended Complaint, for injunctive and other equitable relief pursuant to Sections 13(b) and 19 of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 53(b) and 57b, the Telemarketing and Consumer Fraud and Abuse Prevention Act (“Telemarketing Act”), 15 U.S.C. §§ 6101, *et seq.*, charging that the defendants engaged in deceptive acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), and the FTC’s Trade Regulation Rule entitled “Telemarketing Sales Rule,” 16 C.F.R. Part 310.

The FTC and Defendant Kevin D. Astl, having been represented by counsel and acting by and through such counsel, have consented to the entry of this Stipulated Order for Permanent Injunction and Final Judgment (“Stipulated Order” or “Order”) without a trial or adjudication of any issue of law or fact herein.

NOW, THEREFORE, the Commission and Defendant Kevin Astl, having requested the Court to enter this Stipulated Order, and the Court, having considered the Stipulated Order reached among the parties and for other cause appearing, it is **ORDERED, ADJUDGED, AND DECREED** as follows:

**FINDINGS**

1. This is an action by the Commission instituted under Sections 13(b) and 19 of the FTC Act, 15 U.S.C. §§ 53(b) and 57b, the Telemarketing Act, 15 U.S.C. §§ 6101, *et seq.*, and the FTC's Telemarketing Sales Rule, 16 C.F.R. Part 310. Pursuant to these statutes and regulations, the Commission has the authority to seek the relief contained herein.

2. The Commission's First Amended Complaint states a claim upon which relief may be granted against Defendant Kevin Astl under Sections 5, 13(b), and 19 of the FTC Act, 15 U.S.C. §§ 45, 53(b) and 57b, the Telemarketing Act, 15 U.S.C. §§ 6101, *et seq.*, and the FTC's Telemarketing Sales Rule, 16 C.F.R. Part 310.

3. This Court has jurisdiction over the subject matter of this case and all parties hereto.

4. Venue in the United States District Court for the Middle District of Florida is proper under 15 U.S.C. § 53(b) and 28 U.S.C. § 1391(b), (c), and (d).

5. The alleged activities of Defendant Kevin Astl are in or affecting commerce, as defined in Section 4 of the FTC Act, 15 U.S.C. § 44.

6. Defendant Kevin Astl, without admitting the allegations set forth in Plaintiff's First Amended Complaint or any guilt or liability in connection therewith, agrees to entry of this Stipulated Order.

7. The parties shall each bear their own costs and attorneys' fees incurred in this action and 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 to challenge the validity of this Stipulated Order.

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

9. Entry of this Stipulated Order is in the public interest.

10. Stipulating to this Order does not constitute and shall not be interpreted to constitute a waiver by Defendant of his Fifth Amendment right against self-incrimination, nor of any other applicable claims or defenses, including, but not limited to, claims of attorney-client privilege.

#### **DEFINITIONS**

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

1. **“ACH network”** shall mean the electronic funds transfer system governed by the NACHA Rules that provides for the interbank clearing of credit and debit entries to accounts at financial institutions.

2. **“ACH debit”** shall mean any completed or attempted debit or credit to a consumer's account at a financial institution that is processed electronically through the ACH network.

3. **“ACH processing”** means the transfer of funds or attempted transfer of funds through the ACH network as either an ACH debit or a credit.

4. **“Asset” or “Assets”** means any legal or equitable interest in, right to, or

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

5. **“Assisting others”** means providing any of the following services to any person or entity: (a) performing customer service functions, including, but not limited to, receiving or responding to consumer complaints, obtaining or receiving identifying and financial information from consumers, and communicating with consumers on behalf of a seller or telemarketer; (b) formulating or providing, or arranging for the formulation or provision of, any telephone sales script or any other advertising or marketing material for any person or entity; or (c) performing advertising, marketing, or consulting services of any kind.

6. **“Defendant”** means Kevin D. Astl.

7. **“Document” or “Documents”** means any materials listed in Federal Rule of Civil Procedure 34(a) and includes writings, drawings, graphs, charts, photographs, audio and video recordings, computer records, and other data compilations from which information can be obtained and translated, if necessary, into reasonably usable form through detection devices. A draft or nonidentical copy is a separate Document within the meaning of the term.

8. **“NACHA”** means NACHA - The Electronic Payments Association.

9. **“NACHA Rules”** means the NACHA Operating Rules, as amended from time to time. References herein to the NACHA Rules shall be pertinent only to ACH processing

activity.

10. **“Payment processing”** means the performance of any function of collecting, charging, or transmitting a consumer’s payment for goods or services by debiting or otherwise accessing a consumer’s bank account or credit card account, through the use of any payment mechanism, including, but not limited to, remotely created checks, ACH processing, and credit card transactions.

11. **“Payment processor”** means any person providing any payment processing services in connection with the sale or purchase of goods or services, including, but not limited to, depository financial institutions, third-party processors, data processing service bureaus, and any others who provide services to verify, correct or update account or bank routing data or formats.

12. **“Person”** means a natural person, an organization or other legal entity, including a corporation, partnership, sole proprietorship, limited liability company, association, cooperative, or any other group or combination acting as an entity.

13. **“Plaintiff”** means the Federal Trade Commission (“Commission” or “FTC”).

14. **“Receiver”** means Robb Evans & Associates, LLC.

15. **“Receivership Defendants”** means Global Marketing Group, Inc., Global Business Solutions, LLC, Globalpay, Inc., Globalpay, LLC, Globalpay, BV, Synergy Consulting Services, LLC, First Processing Corporation, Elite Funding Group, Inc., One World Group, LLC, One World Corporation, EFT Commerce, LLC, Celsius International, LLC, Celsius, LLC, Gemini Trading Group, LLC, Gemini Trading Group, Inc., Kwikbill.Com, Ltd., Ewallet Express, Inc., One Pharm Services, Inc., Marketing Services,

LLC, 17407, LLLP, 555018, LLC, Merchant Provider Solutions, LLC, Unitrade Business, LLC, and any defendant added to the receivership by subsequent order of the Court.

16. **“Remotely created check”** means any paper check not created by the paying bank and not bearing a signature applied (or purporting to be applied) by the person on whose account the check is drawn, and shall be construed to include (without limitation) instruments known as demand drafts, bank drafts, telechecks, or sight drafts.

17. **“Telemarketing”** means a plan, program, or campaign (whether or not covered by the Telemarketing Sales Rule, 16 C.F.R. Part 310) which is conducted to induce the purchase of goods or services or a charitable contribution by use of one or more telephones.

#### **I. PROHIBITED BUSINESS ACTIVITIES**

**IT IS THEREFORE ORDERED** that Defendant Kevin Astl and his officers, agents, directors, servants, employees, salespersons, independent contractors, attorneys, corporations, subsidiaries, affiliates, successors, and assigns, 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, whether acting directly or through any trust, corporation, subsidiary, division, or other device, or any of them, in connection with the telemarketing, advertising, marketing, proposed sale, or sale of any product or service, are hereby restrained and enjoined from:

- A. Engaging in, or assisting others engaged in, payment processing; and
- B. Violating, or assisting others in violating, any provision of the Telemarketing Sales Rule, 16 C.F.R. Part 310, as currently promulgated or as it may hereafter be amended,

including, but not limited to:

1. Section 310.3(a)(2)(iii) of the TSR, 16 C.F.R. § 310.3(a)(2)(iii), by misrepresenting, expressly or by implication, that after paying a fee, consumers will, or are highly likely to, receive an unsecured credit card;
2. Section 310.3(a)(4) of the TSR, 16 C.F.R. § 310.3(a)(4), by requesting and/or receiving payment of a fee in advance of consumers obtaining a loan, credit card, or other extension of credit when the seller or telemarketer has guaranteed or represented a high likelihood of success in obtaining or arranging a loan, credit card, or other extension of credit; and
3. Section 310.3(b) of the TSR, 16 C.F.R. § 310.3(b), by providing “substantial assistance or support” to any seller or telemarketer when the person providing such assistance or support “knows or consciously avoids knowing” that the telemarketer is engaged in acts or practices that violate 16 C.F.R. §§ 310.3(a) or 310.4 of the Rule, 16 C.F.R. §§ 310.3(a) and 310.4.

## **II. MONETARY RELIEF**

**IT IS FURTHER ORDERED** that:

A. Judgment in the amount of \$5,145,127 (USD) is hereby entered in favor of the Commission against Defendant Kevin Astl as equitable monetary restitution for consumer injury relief; *provided, however*, that this judgment shall be suspended until further Order of

the Court pursuant to Section III of this Order (Right to Reopen);

B. All funds paid pursuant to Section II and/or Section III shall be deposited into a fund administered by the Commission or its agent to be used for equitable relief, including, but not limited to, consumer redress and any attendant expenses for the administration of such equitable relief. Defendant Kevin Astl shall cooperate fully to assist the Commission in identifying consumers who may be entitled to redress pursuant to this Order. In the event that direct redress is wholly or partially impracticable or funds remain after redress 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 Defendant Kevin Astl's practices alleged in the First Amended Complaint. Any funds not used for such equitable relief shall be deposited to the United States Treasury as disgorgement. Defendant Kevin Astl shall have no right to challenge the Commission's choice of remedies under this Section;

C. The judgment entered pursuant to Paragraph A of this Section for equitable monetary relief is solely remedial in nature and is not a fine, penalty, punitive assessment, or forfeiture;

D. In the event of any default on any obligation to make payment under this Section, interest, computed pursuant to 28 U.S.C. § 1961(a), shall accrue from the date of default to the date of payment, and shall immediately become due and payable;

E. For purposes of any subsequent proceedings to enforce payments required by this Section, including, but not limited to, a non-dischargeability complaint filed in a bankruptcy proceeding, Defendant Kevin Astl waives any right to contest any allegations in



Plaintiff's First Amended Complaint; and

F. Nothing herein shall be deemed or construed to prevent the Commission from initiating any appropriate proceedings to enforce the provisions of this Order.

**III. RIGHT TO REOPEN: ACCURACY OF FINANCIAL STATEMENT**

**IT IS FURTHER ORDERED** that, within five (5) business days after the date of entry of this Order, Defendant Kevin Astl shall submit to the Commission a truthful sworn statement that shall reaffirm and attest to the truthfulness, accuracy, and completeness of the Financial Statement of Individual Defendant executed by Defendant Kevin Astl on June 8, 2007. The Commission's agreement to this Stipulated Order is expressly premised upon the financial condition of Defendant Kevin Astl, as represented in his financial statement, which contains material information upon which the Commission relied in negotiating and agreeing upon this Stipulated Order.

If, upon motion of the Commission, the Court finds that Defendant Kevin Astl failed to submit the sworn statement required by this Section, or that Defendant Kevin Astl failed to disclose any material asset, materially misrepresented the value of any asset, or made any other material misrepresentation in or omission from the financial statement, the Court shall enter judgment against him, in favor of the Commission, in the amount of \$5,145,127 (USD) (the approximate total amount of consumer injury in this matter during the time that Defendant Kevin Astl was actively involved in the alleged activities set forth in Plaintiff's First Amended Complaint), and the entire amount of the judgment shall become immediately due and payable, less any amount already paid.

*Provided, however,* that in all other respects, this judgment shall remain in full force

and effect, unless otherwise ordered by the Court; and *provided further*, that proceedings instituted under this Section are in addition to, and not in lieu of, any other civil or criminal remedies that may be provided by law, including, but not limited to, contempt proceedings, or any other proceedings that the Commission or the United States might initiate to enforce this Stipulated Order.

#### **IV. DISSOLUTION OF ASSET FREEZE**

**IT IS FURTHER ORDERED** that the freeze on Defendant Kevin Astl's assets, imposed by the Preliminary Injunction Order entered by the Court on June 19, 2007, shall be lifted contemporaneous with the entry of this Stipulated Order. A financial institution shall be entitled to rely upon a letter from Plaintiff stating that the freeze on Defendant Kevin Astl's assets has been dissolved.

#### **V. COOPERATION WITH FTC COUNSEL**

**IT IS FURTHER ORDERED** that Defendant Kevin Astl 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 First Amended Complaint, cooperate in good faith with the FTC and appear, or cause his officers, employees, representatives, or agents to 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, Defendant Kevin Astl shall appear, or cause his officers, employees, representatives, or agents to 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

First Amended Complaint, without the service of a subpoena.

**VI. COOPERATION WITH RECEIVER**

**IT IS FURTHER ORDERED**, that Defendant Kevin Astl shall cooperate fully with the Receiver in: (A) pursuing any and all claims by the Receiver against persons or entities other than Defendant; (B) assisting the Receiver in defending any and all actions or claims brought against the Receiver, the Receivership Estate or the Receivership Defendants by persons or entities other than Defendant; (C) executing any documents necessary to transfer assets or ownership interests to the Receiver pursuant to the terms of this Order; and (D) refraining from any act that would interfere or impede the Receiver in execution of the performance of his duties.

**VII. CUSTOMER LISTS**

**IT IS FURTHER ORDERED** that Defendant Kevin Astl, and his officers, agents, directors, servants, employees, salespersons, independent contractors, attorneys, corporations, subsidiaries, affiliates, successors, and assigns, 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, whether acting directly or through any trust, corporation, subsidiary, division, or other device, are permanently restrained and enjoined from selling, renting, leasing, transferring, or otherwise disclosing the name, address, telephone number, social security number, credit card number, bank account number, e-mail address, or other identifying information of any person who paid any money to or received any product, program, or service from any named Defendant or whose identifying information was obtained for the purpose of soliciting them to pay money to or receive services from any

named Defendant or from the client of any named Defendant at any time prior to the date this Order is entered, in connection with the sale or rendition of the products, programs, or services referenced in the First Amended Complaint.

*Provided, however,* that Defendant Kevin Astl, and his officers, agents, directors, servants, employees, salespersons, independent contractors, attorneys, corporations, subsidiaries, affiliates, successors, and assigns, 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, whether acting directly or through any trust, corporation, subsidiary, division, or other device, may provide such information to a law enforcement agency either voluntarily, or as required by any law, regulation, or court order.

#### **VIII. COMPLIANCE MONITORING**

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

A. Within ten (10) days of receipt of written notice from a representative of the Commission, Defendant Kevin Astl 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 Defendant Kevin Astl'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; and

2. posing as consumers and suppliers to: Defendant Kevin Astl, his employees, or any other entity managed or controlled in whole or in part by Defendant, without the necessity of identification or prior notice; and

C. Defendant Kevin Astl 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 Defendant Kevin Astl, 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 Fed. R. Civ. P. 26(c).

*Provided further,* 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)).

#### **IX. COMPLIANCE REPORTING BY DEFENDANT**

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

- A. For a period of five (5) years from the date of entry of this Order:
1. Defendant Kevin Astl 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 the ownership of Defendant in any business entity, within ten (10) days of the date of the such change. Such notice shall include the name and address of each business that Defendant Kevin Astl is affiliated with, employed by, creates or forms, or performs services for; a statement of the nature of the business; and a statement of the Defendant's duties and responsibilities in connection with the business or employment; and

c. Any changes in Defendant Kevin Astl's name or use of any aliases or fictitious names; and

2. Defendant Kevin Astl shall notify the Commission of any changes in corporate structure of any business entity that he 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 the Defendant Kevin Astl learns less than thirty (30) days prior to the date such action is to take place, Defendant 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, Defendant Kevin Astl shall provide a written report to the FTC, sworn to under penalty of perjury under the laws of the United States, setting forth in detail the manner and form in which he has

complied and is complying with this Order. This report shall include, but not be limited to:

1. The then-current residence address, mailing addresses, and telephone numbers of Defendant Kevin Astl;
2. The then-current employment and business addresses and telephone numbers of Defendant Kevin Astl, a description of the business activities of each such employer or business, and the title and responsibilities of Defendant, for each such employer or business;
3. Any other changes required to be reported under subsection A of this Section; and
4. A copy of each acknowledgment of receipt of this Order obtained by Defendant Kevin Astl pursuant to Section XIII of this Order;

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

Associate Director for Enforcement  
Federal Trade Commission  
601 New Jersey Avenue N.W.  
Washington, D.C. 20580

Re: FTC v. Global Mktg. Group, Inc., Case No. 8:06-cv-2272-T-30TGW (M.D. Fl. 2006); and

D. For purposes of the compliance reporting required by this Order, the Commission is authorized to communicate directly with Defendant Kevin Astl.

**X. MONITORING COMPLIANCE OF SALES PERSONNEL**

**IT IS FURTHER ORDERED** that Defendant Kevin Astl, in connection with any business where the business is engaged in telemarketing, or assisting others engaged in telemarketing, is hereby permanently restrained and enjoined from:

A. Failing to take reasonable steps sufficient to monitor and ensure that all employees and independent contractors engaged in sales or other customer service functions comply with Section I of this Stipulated Order. Such steps shall include adequate monitoring of sales presentations or other calls with customers, and shall also include, at a minimum, the following: (1) listening to the oral representations made by persons engaged in sales or other customer service functions; (2) establishing a procedure for receiving and responding to consumer complaints; and (3) ascertaining the number and nature of consumer complaints regarding transactions in which each employee or independent contractor is involved;

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

C. Failing to take corrective action with respect to any sales person whom Defendant Kevin Astl determines is not complying with this Order, which may include training, disciplining, and/or terminating such sales person.

#### **XI. RECORD KEEPING PROVISIONS**

**IT IS FURTHER ORDERED** that, for a period of eight (8) years from the date of entry of this Order, in connection with any business where the business is engaged in telemarketing, or assisting others engaged in telemarketing, Defendant Kevin Astl and his agents, employees, officers, corporations, successors, and assigns, and those persons in active concert or participation with him who receive actual notice of this Order by personal



service or otherwise, is 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, 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 acknowledgments of receipt of this Order, required by Section XIII, and all reports submitted to the FTC pursuant to Section IX.

**XII. ACKNOWLEDGMENT OF RECEIPT OF ORDER**

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

**XIII. DISTRIBUTION OF ORDER BY DEFENDANT**

**IT IS FURTHER ORDERED** that, for a period of five (5) years from the date of entry of this Order, Defendant Kevin Astl shall deliver a copy of this Order as directed below.

A. **Defendant Kevin Astl as control person:** For any business that Defendant Kevin Astl controls, directly or indirectly, or in which he has a majority ownership interest, Defendant must deliver a copy of this Order to all principals, officers, directors, and managers of that business. Defendant Kevin Astl must also deliver copies of this Order to all employees, agents, and representatives of that business who engage in conduct related to the subject matter of the Order. For current personnel, delivery shall be within (5) days of service of this Order upon Defendant. For new personnel, delivery shall occur prior to them assuming their responsibilities.

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

C. Defendant Kevin Astl must secure a signed and dated statement acknowledging receipt of the Order, within thirty days of delivery, from all persons receiving

a copy of the Order pursuant to this Section.

**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 shall retain jurisdiction of this matter for purposes of construction, modification and enforcement of this Order.

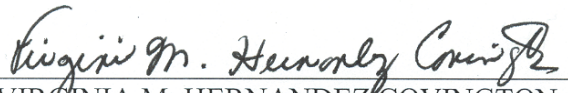
**XVI. SEVERABILITY**

**IT IS FURTHER ORDERED** that the provisions of this Order are separate and severable from one another. If any provision is stayed or determined to be invalid, the remaining provisions shall remain in full force and effect.

**XVII. 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.

**DONE and ORDERED** in Chambers in Tampa, Florida, this 13th day of February 2009.

  
VIRGINIA M. HERNANDEZ COVINGTON  
UNITED STATES DISTRICT JUDGE

Copies:

All Counsel of Record

