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

FEDERAL TRADE COMMISSION, Plaintiff, v. INNOVATIVE WEALTH BUILDERS, INC.; CARLY JANENE PELLAND, a/k/a CARLY ZURITA; TAMARA DAWN JOHNSON; SHERYL LEIGH LOPEZ; and INDEPENDANT RESOURCES NETWORK CORP. also d/b/a IRN PAYMENT SYSTEMS, Defendants.	) Civ No. 8:13-cv-123-T-33EAJ

STIPULATED ORDER FOR PERMANENT INJUNCTION AND MONETARY JUDGMENT AS TO INDEPENDANT RESOURCES NETWORK CORP. also d/b/a IRN PAYMENT SYSTEMS

Plaintiff Federal Trade Commission ("Commission" or "FTC") filed its *First Amended Complaint for Permanent Injunction and Other Equitable Relief* ("Amended Complaint") against Defendant Independant Resources Network Corp. also d/b/a IRN Payment Systems ("IRN") for a permanent injunction 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, and the Telemarketing and Consumer Fraud and Abuse Prevention Act ("Telemarketing Act"), 15 U.S.C. §§ 6101-6108. The Commission and IRN stipulate to the entry of this *Stipulated Order for Injunction and Monetary Judgment as to Independant Resources Network Corp. also d/b/a IRN Payment Systems* ("Order") to resolve all matters in dispute in this action between them.

THEREFORE, IT IS ORDERED as follows:

FINDINGS

1. This Court has Jurisdiction over this matter.

2. The Complaint charges that IRN provided substantial assistance or support to the other Defendants in this case—Innovative Wealth Builders Inc., Carly Janene Pelland, Tamara Dawn Johnson, and Sheryl Leigh Lopez— whom IRN knew, or consciously avoided knowing, were engaged in violations of the Telemarketing Sales Rule ("TSR"), 16 C.F.R. Part 310, and charges that IRN's acts or practices are deceptive telemarketing acts or practices that violate the TSR, 16 C.F.R. § 310.3(b).

3. IRN neither admits nor denies any of the allegations in the Complaint, except as specifically stated in this Order. Only for purposes of this action, IRN admits the facts necessary to establish jurisdiction.

4. IRN waives any claim that it may have under the Equal Access to Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this action through the date of this Order, and agrees to bear its own costs and attorney fees.

5. IRN and the Commission waive all rights to appeal or otherwise challenge or contest the validity of this Order.

DEFINITIONS

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

A. **"ACH Debit"** means any completed or attempted debit to a Person's account at a financial institution that is processed electronically through the Automated Clearing House Network.

B. **"Card-Not-Present Transactions"** means a debit or credit card transaction whereby the Person's debit or credit card is not physically swiped, scanned or imprinted.

C. **"Chargeback"** means a procedure whereby an issuing bank or other financial institution charges all or part of an amount of a Person's credit or debit card transaction back to the acquiring or merchant bank.

D. **"Chargeback Rate"** means the proportion (expressed as a percentage) of Chargebacks out of the total number of credit or debit card sales transactions, calculated separately for each payment card association (*e.g.*, American Express, Discover Card, MasterCard, Visa, etc.).

E. **"Client"** means any Person for which IRN provides Payment Processing.

F. **"Covered Client"** means any Client (1) that on an annual basis, whether measured by a single merchant account or by the aggregate of all merchant accounts held by the Covered Client, processes more than fifteen percent (15%) Card-Not-Present Transactions and more than two hundred thousand dollars ($200,000) in total Card-Not-Present Transactions; or (2) that is engaged in any of the following types of businesses: (a) collection agency, (b) credit card protection service, (c) lead source providers, (d) money making systems – get rich quick, (e) mortgage loan modification, or (f) outbound telemarketing.

G. **"Debt Relief Product or Service"** means any product, service, plan or program represented, directly or by implication, to renegotiate, settle, or in any way alter the terms of payment or other terms of the debt between a Person and one or more unsecured creditors or debt collectors, including, but not limited to, a reduction in the balance, interest rate, or fees owed by a Person to an unsecured creditor or debt collector.

H. **"Payment Processing"** means providing a Person, directly or indirectly, with the means used to charge or debit accounts through the use of any payment mechanism, including, but not limited to, Remotely Created Payment Orders, Remotely Created Checks, ACH Debits, or debit, credit, prepaid, or stored value cards. Whether accomplished through the use of software or

otherwise, Payment Processing includes, among other things: (a) reviewing and approving merchant applications for payment processing services; (b) providing the means to transmit sales transaction data from merchants to acquiring banks or other financial institutions; (c) clearing, settling, or distributing proceeds of sales transactions from acquiring banks or financial institutions to merchants; or (d) processing Chargebacks or returned Remotely Created Payment Orders, Remotely Created Checks, or ACH Debits.

I. **"Person"** means an individual, partnership, corporation, entity, association or organization.

J. **"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. An RCC is often also referred to as a "demand draft," "telephone check" or "preauthorized draft." For purposes of this definition, an RCC 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.

K. **"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 an RCC, an RCPO does not originate as a paper-based transaction. An RCPO is created when a payee directly or indirectly 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.

L. **"Total Return Rate"** means the proportion (expressed as a percentage) of all attempted

ACH Debit, RCC or RCPO transactions that are returned through the banking system for any reason, whether before or after payment, out of the total number of such attempted transactions, calculated separately for each transaction type.

I.

PROHIBITION AGAINST PAYMENT PROCESSING FOR CLIENTS THAT SELL ANY DEBT RELIEF PRODUCT OR SERVICE

IT IS ORDERED that IRN, IRN's officers, agents, servants, employees, and all other Persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, are permanently restrained and enjoined from Payment Processing for any Client that they know, or should know, is engaged in selling, promoting or marketing any Debt Relief Product or Service.

II.

SCREENING OF COVERED CLIENTS

IT IS FURTHER ORDERED that IRN, IRN's officers, agents, servants, employees, and all other Persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, are permanently restrained and enjoined from Payment Processing for any Covered Client or prospective Covered Client without first engaging in reasonable screening of the Covered Client or prospective Covered Client to determine whether its business practices are likely to be deceptive, unfair, or abusive acts or practices prohibited by Section 5 of the FTC Act or the TSR. Such reasonable screening shall include, but not be limited to:

A. Obtaining from the Covered Client or prospective Covered Client, including any corporate name, trade name, fictitious name or aliases under which such Covered Client or prospective Covered Client does or has done business during the preceding six months:

1. a description of the nature of the Covered Client's or prospective Covered Client's business, including a description of the nature of the goods and services sold for which IRN would provide Payment Processing;

2. a list of all business and trade names, fictitious names, DBAs, and Internet websites under or through which the Covered Client or prospective Covered Client has marketed during the preceding two years, or intends to market the goods and services for which IRN would provide Payment Processing;

3. each physical address at which the Covered Client or prospective Covered Client has conducted, during the preceding two years, or will conduct the business(es) identified pursuant to Section II.A.1 of this Order;

4. the name and address of every bank and payment processor used by the Covered Client or prospective Covered Client during the preceding two years, and all merchant identification numbers used by any such banks or payment processors in connection with the Covered Client or prospective Covered Client;

5. the Covered Client's or prospective Covered Client's past Chargeback Rate and Total Return Rate for the preceding six months, and estimates of future Chargeback Rates and Total Return Rates;

6. whether the Covered Client or prospective Covered Client has had a Total Return Rate above 2.5% or Chargeback Rate above 1% in any month during the past two years;

7. the names of trade and bank references; and

8. whether the Covered Client or prospective Covered Client, including the principal(s) and controlling Person(s) of the Covered Client or prospective Covered Client, Person(s) who have a majority ownership interest in the Covered Client or prospective Covered

Client, and any corporate name, trade name, fictitious name or aliases under which such Person(s) do or have done business, has ever been:

(a) placed in a payment card association's compliance monitoring program; or

(b) the subject of a legal action or investigation relating to consumer protection or telemarketing laws or regulations.

B. Taking reasonable steps to assess the accuracy of the information provided pursuant to Sections II.A and II.C of this Order, including but not limited to reviewing, from an IP address that is not associated with IRN, the Internet websites used by the Covered Client or prospective Covered Client to market its goods or services, and obtaining and reviewing copies of monthly statements issued by any bank or payment processor used by the Covered Client or prospective Covered Client during the preceding six months; and

C. Obtaining and reviewing representative samples of current marketing materials for each good or service related to the offer for which IRN would provide the Covered Client or prospective Covered Client with Payment Processing.

Nothing in this Section II shall be read to insulate any Person from liability for violations of Section 5 of the FTC Act, the TSR, or this Order.

III.

MONITORING OF COVERED CLIENTS

IT IS FURTHER ORDERED that IRN, IRN's officers, agents, servants, employees, and all other Persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, are permanently restrained and enjoined from the following conduct when Payment Processing for any Covered Client:

A. Failing to reasonably monitor the Covered Client's transactions to ensure that it is likely not engaged in practices that are deceptive, unfair, or abusive in violation of Section 5 of the FTC Act or the TSR. Such monitoring shall include, but not be limited to, regularly reviewing the Covered Client's websites from an IP address that is not associated with IRN, regularly reviewing the Covered Client's Chargeback Rates, Total Return Rates, and reasons provided for these rates, as well as examining any unusual or suspect transaction patterns, values, and volume;

B. Failing to calculate and update at least on a month-by-month basis for each Covered Client the Chargeback Rate and Total Return Rate. The Chargeback Rate and Total Return Rate shall be calculated separately for each payment mechanism processed, including ACH Debits, credit and debit card transactions, and any other transactions conducted via alternative payment mechanism. For any Covered Client with multiple processing accounts, the calculation of the Chargeback Rate and Total Return Rate shall be made for each of the Covered Client's individual processing accounts, and in the aggregate for each Covered Client;

C. For any Covered Client whose Total Return Rate exceeds two and one-half percent (2.5%) or Chargeback Rate exceeds one percent (1%) as calculated under Section III.B of this Order, failing to immediately and permanently terminate all Payment Processing if the Covered Client is engaged in any of the following types of businesses: (a) collection agency, (b) credit card protection service, (c) lead source providers, (d) money making systems – get rich quick, (e) mortgage loan modification, or (f) outbound telemarketing.

D. For any other Covered Client who, in any two months within a sixth-month period, has a Total Return Rate exceeding two and one-half percent (2.5%) or Chargeback Rate exceeding one percent (1%) as calculated under Section III.B of this Order, failing to immediately conduct a

reasonable investigation of the cause of such Total Return Rates or Chargeback Rates. Such reasonable investigation shall include:

1. Verifying and updating the truth and accuracy of information gathered in compliance with Section II of this Order and any other advertising of the Covered Client; confirming that the Covered Client has obtained required consumer authorizations for the transactions; contacting financial institutions and Better Business Bureaus to gather detailed information, including complaints and other relevant information, regarding the Covered Client; searching publicly available sources for legal actions taken by the Commission or other state or federal law enforcement agencies against the Covered Client; and conducting "test" shopping to determine the Covered Client's sales practices, where possible;

2. Within sixty (60) days of commencing the investigation, IRN shall suspend Payment Processing for the Covered Client unless IRN has made a written report that establishes facts that demonstrate, by clear and convincing evidence, that the Covered Client's business practices, related to the offer(s) for which IRN provides Payment Processing, are not deceptive, unfair, or abusive acts or practices in violation of Section 5 of the FTC Act or the TSR.

Nothing in this Section III shall be read to insulate any Person from liability for violations of Section 5 of the FTC Act, the TSR, or this Order.

IV.

PROHIBITION AGAINST ASSISTING AND FACILITATING

IT IS FURTHER ORDERED that IRN, IRN's officers, agents, servants, employees, and all other Persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, are permanently restrained and enjoined from providing substantial assistance or support to any Client that they know, or should know, is

engaged in:

A. Misrepresenting, directly or by implication, any material aspect of the performance, efficacy, nature, or central characteristics of any goods and services;

B. Misrepresenting, directly or by implication, any material aspect of the nature or terms of any refund, cancellation, exchange, or repurchase policies;

C. The unauthorized debiting or charging of consumer bank or credit card accounts; or

D. Any deceptive, unfair, or abusive act or practice prohibited by Section 5 of the FTC Act or by the TSR.

V.

MONETARY JUDGMENT

IT IS FURTHER ORDERED that:

A. Judgment in the amount of Three Million Four Hundred Eighty One Thousand Five Hundred Ninety Seven and 63/100 Dollars ($3,481,597.63) is entered in favor of the Commission against IRN as equitable monetary relief.

B. IRN is ordered to pay to the Commission the sum of Four Hundred Thousand Dollars ($400,000), which, as IRN stipulates, its undersigned counsel holds in escrow for no purpose other than payment to the Commission. Such payment must be made within 7 days of entry of this Order by electronic fund transfer in accordance with instructions previously provided by a representative of the Commission. Upon such payment, the remainder of the judgment is suspended, subject to the Subsections below.

C. The Commission's agreement to the suspension of part of the judgment is expressly premised upon the truthfulness, accuracy, and completeness of IRN's sworn financial statements and related documents (collectively, "Financial Representations") submitted to the Commission,

namely:

1. The letter from IRN's counsel Manatt, Phelps & Phillips, LLP, to Commission counsel S. Spencer Elg signed by Linda A. Goldstein on August 6, 2013, including the following attachments:

(a) Declaration of IRN Payment Systems by James F. Marchese, Vice President, on August 6, 2013;

(b) The Financial Report of Independant Resources Network Corp. dated March 31, 2013 [bates IRN 00002-00009]; and

(c) The Global Master Service Agreement between Independant Resources Network Corp. and Global Payment Systems, LLC, including amendments and exhibits [bates IRN 00042-00095].

2. The letter from IRN's counsel Manatt, Phelps & Phillips, LLP to Commission counsel S. Spencer Elg signed by Linda A. Goldstein on September 30, 2013, including the following attachments:

(a) The Financial Statement of Corporate Defendant IRN signed by Amedeo Dino Sgueglia, President, on September 25, 2013, including the attachments [bates IRN 00096-000140];

(b) The Revolving Credit Line Agreement from Merchant Reward Network, LLC [bates IRN 00141-00142];

(c) The Financial Report of Merchant Rewards Network, LLC, dated March 31, 2013 [bates IRN 00143-00146];

(d) The spreadsheet of monthly totals from August 2009 through December 2012 [bates IRN 00147-00149];

(e) The Microsoft Excel file relating to IRN's clients with chargeback rates above 5% [bates IRN 00150]; and

(f) The spreadsheet of payment and repayments relating to cash advances by IRN Payment Systems, LLC to Innovative Wealth Builders, Inc. [bates IRN 00151];

3. The letter from IRN's counsel Manatt, Phelps & Phillips, LLP, to Commission counsel S. Spencer Elg signed by Linda Goldstein on November 5, 2013, including the following attachments:

(a) IRN's 2012 Corporate Tax Return [bates IRN 00152-00196];

(b) The 2012 Personal Income Tax Return of Amedeo Sgueglia and Kellyann DiPaola [bates IRN 00197-00280];

(c) The spreadsheet of IRN's gross earnings and commissions [bates IRN 00281];

(d) The Revolving Credit Line Agreement between IRN and Merchant Rewards Network, LLC [bates IRN 00282-00294]; and

(e) The list of entities owned by IRN's principal Amedeo Sgueglia [bates IRN 00295].

4. The email message from IRN's counsel Roetzel & Andress sent by John Boudet to S. Spencer Elg on November 8, 2013, at 5:00 pm EDT.

5. The letter from IRN's counsel Manatt, Phelps & Phillips, LLP, to Commission counsel S. Spencer Elg signed by Linda Goldstein on November 12, 2013, including the following attachments:

(a) IRN's 2010 Corporate Tax Return [bates IRN 00296-00389];

(b) IRN's 2011 Corporate Tax Return [bates IRN 00390-00430];

(c) The 2010 Personal Income Tax Return of Amedeo Sgueglia and Kellyann DiPaola [bates IRN 00431-00578]; and

(d) The 2011 Personal Income Tax Return of Amedeo Sgueglia and Kellyann DiPaola [bates IRN 00579-00668].

6. The letter from IRN's counsel Manatt, Phelps & Phillips, LLP, to Commission counsel S. Spencer Elg signed by Linda Goldstein on January 17, 2014, including the Financial Report of Independant Resources Network Corp. dated September 30, 2013 [bates IRN 00669-00672].

D. The suspension of the judgment will be lifted if, upon motion by the Commission, the Court finds that IRN failed to disclose any material asset, materially misstated the value of any asset, or made any other material misstatement or omission in the Financial Representations identified above.

E. If the suspension of the judgment is lifted, the judgment becomes immediately due in the amount specified in Subsection A above (which the parties stipulate only for purposes of this Section represents the consumer injury caused by IRN as alleged in the Amended Complaint), less any payment previously made pursuant to this Section, plus interest computed from the date of entry of this Order.

F. IRN relinquishes dominion and all legal and equitable right, title, and interest in all assets transferred pursuant to this Order and may not seek the return of any assets.

G. IRN relinquishes all legal and equitable right, title, and interest in the $688,249.76 in funds that IRN previously turned over to the Receiver, Mark J. Bernet, pursuant to the order entered by this Court on March 4, 2013.

H. The facts alleged in the Complaint will be taken as true, without further proof, in any subsequent civil litigation by or on behalf of the Commission, including in a proceeding to enforce its rights to any payment or monetary judgment pursuant to this Order, such as a nondischargeability complaint in any bankruptcy case.

I. The facts alleged in the Complaint establish all elements necessary to sustain an action by the Commission pursuant to Section 523(a)(2)(A) of the Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A), and this Order will have collateral estoppel effect for such purposes.

J. IRN acknowledges that its Taxpayer Identification Numbers, which IRN previously submitted to the Commission, may be used for collecting and reporting on any delinquent amount arising out of this Order, in accordance with 31 U.S.C. § 7701.

K. All money paid to the Commission pursuant to this Order may be deposited into a fund administered by the Commission or its designee to be used for equitable relief, including consumer redress and any attendant expenses for the administration of any redress fund. If a representative of the Commission decides that direct redress to consumers is wholly or partially impracticable or money remains after redress is completed, the Commission may apply any remaining money for such other equitable relief (including consumer information remedies) as it determines to be reasonably related to IRN's practices alleged in the Amended Complaint. Any money not used for such equitable relief is to be deposited to the U.S. Treasury as disgorgement. IRN has no right to challenge any actions the Commission or its representatives may take pursuant to this Subsection.

VI.

PROHIBITIONS REGARDING CONSUMER INFORMATION

IT IS FURTHER ORDERED that IRN, IRN's officers, agents, servants, employees, and

all other Persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, are permanently restrained and enjoined from:

A. Disclosing, using, or benefitting from Innovative Wealth Builders, Inc.'s customer information, including the name, address, telephone number, email address, social security number, other identifying information, or any data that enables access to a customer's account (including, but not limited to, a credit card, bank account, or other financial account), of any Person, which IRN obtained prior to entry of this Order; and

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

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

VII.

RECEIVERSHIP TERMINATION

IT IS FURTHER ORDERED that the Receiver, Mark J. Bernet, must complete all duties in a cost-efficient manner within ninety (90) days after entry of this Order, but any party or the Receiver may request that the Court extend the Receiver's term for good cause.

VIII.

ORDER ACKNOWLEDGMENTS

IT IS FURTHER ORDERED that IRN obtain acknowledgments of receipt of this Order:

A. Within seven (7) days of entry of this Order, IRN must submit to the Commission an acknowledgment of receipt of this Order sworn under penalty of perjury.

B. For fifteen (15) years after entry of this Order, IRN must deliver a copy of this Order to: (1) all principals, officers, directors, and LLC managers and members; (2) all employees, agents, and representatives who have decision-making authority with respect to the conduct related to the subject matter of the Order; and (3) any business entity resulting from any change in structure as set forth in the Section titled Compliance Reporting. Delivery must occur within seven (7) days of entry of this Order for current personnel. For all others, delivery must occur before they assume their responsibilities.

C. From each individual or entity to which IRN delivered a copy of this Order, IRN must obtain, within thirty (30) days, a signed and dated acknowledgment of receipt of this Order.

IX.

COMPLIANCE REPORTING

IT IS FURTHER ORDERED that IRN make timely submissions to the Commission:

A. One (1) year after entry of this Order, IRN must submit a compliance report, sworn under penalty of perjury: IRN must (a) identify the primary physical, postal, and email address and telephone number, as designated points of contact, which representatives of the Commission may use to communicate with IRN; (b) identify all of IRN's businesses by all of their names, telephone numbers, and physical, postal, email, and Internet addresses; (c) describe the activities of each business, including the goods and services offered, the means of advertising, marketing, and sales, and the involvement of any other Defendant (which IRN must describe if it knows or should know due to its own involvement); (d) describe in detail whether and how IRN is in compliance with each Section of this Order; and (e) provide a copy of each Order

Acknowledgment obtained pursuant to this Order, unless previously submitted to the Commission.

B. For twenty (20) years following entry of this Order, IRN must submit a compliance notice, sworn under penalty of perjury, within fourteen (14) days of any change in the following: (a) any designated point of contact; or (b) the structure of IRN or any entity that IRN has an ownership interest in or controls directly or indirectly 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.

C. IRN must submit to the Commission notice of the filing of any bankruptcy petition, insolvency proceeding, or similar proceeding by or against IRN within fourteen (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. Innovative Wealth Builders, Inc., et al. (X130023).

X.

RECORDKEEPING

IT IS FURTHER ORDERED that IRN must create the following records for twenty (20) years after entry of the Order, and retain each such record for five (5) years:

A. accounting records showing the revenues from Covered Clients;

B. personnel records showing, for each person involved in compliance with Sections II and III of this Order, whether as an employee or otherwise, that person's name, addresses, telephone numbers; job title or position; dates of service; and (if applicable) the reason for termination;

C. records of all refund and Chargeback requests made with respect to Covered Clients, whether received directly or indirectly, such as through a third party, and any response; and

D. all records necessary to demonstrate full compliance with each provision of this Order, including all submissions to the Commission.

XI.

COMPLIANCE MONITORING

IT IS FURTHER ORDERED that, for the purpose of monitoring IRN's compliance with this Order, and any failure to transfer any assets as required by this Order:

A. Within fourteen (14) days of receipt of a written request from a representative of the Commission, IRN 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.

B. For matters concerning this Order, the Commission is authorized to communicate directly

with IRN. IRN must permit representatives of the Commission to interview any employee or other person affiliated with any IRN 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 IRN or any Person affiliated with IRN, 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.

XII.

COOPERATION WITH FTC COUNSEL

IT IS FURTHER ORDERED that IRN must fully cooperate with representatives of the Commission in this case and in any investigation related to or associated with the transactions or the occurrences that are the subject of the Amended Complaint. IRN must provide truthful and complete information, evidence, and testimony. IRN must cause its officers, employees, representatives, or agents to appear for interviews, discovery, hearings, trials, and any other proceedings that a Commission representative may reasonably request upon five (5) days written notice, or other reasonable notice, at such places and times as a Commission representative may designate, without the service of a subpoena.

XIII.

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.

XIV.

JURISDICTION

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

SO ORDERED, this 10th day of June, 2014.

Virginia M Covington

The Honorable Virginia M. Hernandez Covington
United States District Judge
Middle District of Florida

SO STIPULATED AND AGREED:

FOR PLAINTIFF:

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Counsel for Defendant Independant Resources Network Corp. also d/b/a IRN Payment Systems

DEFENDANT:

Amedeo Sgueglia, as President of Independant Resources Network Corp. also d/b/a IRN Payment Systems