

1 UNITED STATES DISTRICT COURT
2 DISTRICT OF NEVADA

3
4 Federal Trade Commission, et al.,
5 Plaintiffs,
6 vs.
7 International Markets Live, Inc. et al.,
8 Defendants.

Case No. 2:25-cv-00760-CDS-NJK
**Order Granting Emergency Motion
to Modify the Preliminary Injunction, and
Order Entering Third Modified
Preliminary Injunction**
[ECF No. 150]

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11 On October 16, 2025, the plaintiffs moved on an emergency basis to modify the
12 preliminary injunction in this case. *See* Mot., ECF No. 150. The emergency motion asserts that
13 defendants International Markets Live, Inc., Assiduous, Inc., IM Mastery Academy Ltd.,
14 (“Corporate Defendants”) and Christopher Terry and Isis Terry (“Individual Defendants”), have
15 allegedly been hiding, and are likely to dissipate, assets in violation of the modified preliminary
16 injunction this court has previously placed them under. The plaintiffs argue that, absent an asset
17 freeze and permanent receivership to control all the defendants’ assets, the defendants will take
18 further steps to hide and dissipate assets—thus limiting the pool of assets potentially available
19 for redress to consumers in this case, should the plaintiffs prevail. *See* ECF No. 150; Memo., ECF
20 No. 173. The defendants oppose the motion. *See* ECF Nos. 157, 174.

21 On October 21, 2025, the court held a hearing on the emergency motion, then granted the
22 motion in part, appointed Thomas W. McNamara as a temporary receiver, and set a hearing to
23 determine if McNamara’s temporary appointment should be converted into a permanent one. *See*
24 Mins., ECF No. 167; Second Mod. PI, ECF No. 171. On November 5, 2025, the court held a hearing
25 to determine if it should grant the full relief sought by the FTC in its emergency motion.
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1 Having considered the pleadings, oral arguments,¹ and information contained in Mr.
2 McNamara’s status reports—and for reasons stated on the record during both the October 21st
3 and November 5th hearings on FTC’s emergency motion²—I hereby grant the plaintiffs’
4 emergency motion in full and issue this Third Modified Preliminary Injunction.

5 **FINDINGS**

6 The court finds the following based on the plaintiffs’ emergency motion to modify the
7 preliminary injunction, the documents filed in support of that motion, and the information
8 contained in Mr. McNamara’s status reports (ECF Nos. 140, 158, 162, 163, 175, 182):

9 A. This court has jurisdiction over the subject matter of this case, and there is good
10 cause to believe that it will have jurisdiction over all parties hereto and that venue in this district
11 is proper.

12 B. On May 1, 2025, the plaintiffs filed their Complaint for Permanent Injunction,
13 Monetary Judgment, and Other Relief (“Complaint”) pursuant to Sections 13(b) and 19 of the
14 Federal Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 53(b) and 57b, the Telemarketing and
15 Consumer Fraud and Abuse Prevention Act, 15 U.S.C. §§ 6101–6108, Section 5 of the Restore
16 Online Shoppers’ Confidence Act (“ROSCA”), 15 U.S.C. § 8404, and the Deceptive Trade
17 provisions of Chapter 598 of the Nevada Revised Statutes, NRS §§ 598.0915(5) and
18 598.0923(1)(c). ECF Nos. 1, 32.

19 C. The plaintiffs have previously reached settlements with Defendants Global
20 Dynasty Network, LLC, Jason Brown, Matthew Rosa, Alex Morton, and Brandon Boyd, and this
21 court has entered stipulated final orders as to those Defendants. *See* ECF Nos. 100, 114, 123.

22 D. The plaintiffs also applied for a preliminary injunction, a limited asset freeze over
23 the Corporate Defendants, an appointment of a monitor, and other relief, which this court
24 granted on August 12, 2025, and modified on August 18, 2025. ECF Nos. 104, 111 (“PI”).
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26 _____
27 ¹ The court also heard oral argument from plaintiffs and the Corporate and Individual Defendants during
the October 21, 2025 hearing on the plaintiffs’ emergency motion.

28 ² The findings I made on the record during both hearings are incorporated herein.

1 E. On October 6, 2025, the Monitor filed his Preliminary Report, in which he writes:
2 “Defendants—both the Monitored Entities and the Individual Defendants themselves—have
3 materially hindered our ability to complete the Monitor duties assigned by the PI. Defendants³
4 have not provided unfettered and immediate access to IML records and documents required by
5 the PI and necessary for the Monitor team to carry out their duties. Instead, Defendants have
6 dribbled materials in over the last two months. The Terrys have been overtly uncooperative and
7 have failed to provide fulsome and truthful Financial Disclosures. While both sat for
8 depositions, their testimony lacks credibility and is directly contradicted by documents
9 compiled by the Monitor team. . . . Their testimony also demonstrates a disrespect for the court’s
10 Orders, and, it appears, an obstinate refusal to abide by them.” ECF No. 140-1 at 5.

11 F. Defendants’ actions following the PI establish that they will likely continue to
12 hide and dissipate assets if not relieved of control of those assets. In particular, as set forth in the
13 Monitor’s Preliminary Report, Defendants have:

- 14 1) Failed to produce the majority of the business records required by the PI
15 (*id.* at 10);
- 16 2) Failed to provide complete Financial Disclosures required by the PI (*id.* at
17 8);
- 18 3) Misrepresented their assets in their Financial Disclosure forms, including
19 by claiming that Defendant Isis Terry’s engagement ring was worth
20 \$10,000 when it had been valued at \$2,874,482 (*id.* at 9 n.9);
- 21 4) Failed to provide the Foreign Asset Disclosures required by the PI (*id.* at
22 10); and
- 23 5) Provided deposition testimony that demonstrates a disrespect for this
24 court’s orders (*id.* at 5).

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27 ³ Unless otherwise noted, as discussed herein, any references to “Defendants” in my findings means the
28 Individual Defendants, the Corporate Defendants, and the Monitored Entities.

1 G. There is good cause to believe that Defendants have engaged in and are likely to
2 engage in acts or practices that violate Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), the
3 Telemarketing Sales Rule (“TSR”), 16 C.F.R. Part 310, and Chapter 598 of the Nevada Revised
4 Statutes, that ROSCA Defendants, as defined below, have engaged in and are likely to engage in
5 acts or practices that violate Section 4 of ROSCA, 15 U.S.C. § 8403, and that the plaintiffs are
6 therefore likely to prevail on the merits of this action.

7 H. As demonstrated by documentation of Defendants’ advertisements, documents
8 and information provided by Defendants to the plaintiffs and submitted in support of Plaintiffs’
9 Motion for Preliminary Injunction, testimony from Defendants’ employees, consumer
10 declarations, a report by Plaintiffs’ survey expert, and the additional documentation filed by
11 Plaintiffs, the plaintiffs have established a likelihood of success in showing that Defendants
12 have: (1) made false or unsubstantiated claims regarding consumers’ ability to earn substantial
13 income trading in the financial markets, including consumers’ ability to do so even if they lacked
14 trading experience, significant time, or investable capital; (2) made false claims that their
15 instructors were audited by the FTC; (3) made false or unsubstantiated claims regarding
16 consumers’ ability to earn substantial income from Defendants’ Business Venture; and (4) made
17 material misrepresentations and false and misleading statements while engaged in
18 telemarketing. The plaintiffs have also established a likelihood of success in showing that
19 ROSCA Defendants have: (i) failed to clearly and conspicuously disclose all material terms of
20 their transactions before obtaining purchasers’ billing information, and (ii) failed to obtain
21 purchasers’ express informed consent before obtaining purchasers’ billing information.

22 I. There is good cause to believe that immediate and irreparable harm will result
23 from Defendants’ ongoing violations of the FTC Act, the TSR, and the Nevada Revised Statutes,
24 and ROSCA Defendants’ ongoing violations of ROSCA, unless Defendants and ROSCA
25 Defendants are restrained and enjoined by order of this court.

26 J. There is good cause to believe that immediate and irreparable damage to the
27 court’s ability to grant effective final relief for consumers—including monetary restitution,
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1 rescission, or refunds—will occur from the sale, transfer, destruction, or other disposition or
2 concealment by Defendants of their assets or records, unless Defendants are immediately
3 restrained and enjoined by order of this court.

4 K. Good cause exists for appointing a receiver over the Receivership Entities,
5 freezing Defendants’ assets, and requiring Defendants to repatriate their foreign assets.

6 L. Weighing the equities and considering the plaintiffs’ likelihood of ultimate
7 success on the merits, a preliminary injunction with an asset freeze on Defendants’ assets, the
8 appointment of a receiver, foreign asset repatriation, and other relief is in the public interest.

9 M. This court has authority to issue this Order pursuant to Section 13(b) and 19 of
10 the FTC Act, 15 U.S.C. § 53(b) and 57b; Federal Rule of Civil Procedure 65; and the All Writs
11 Act, 28 U.S.C. § 1651.

12 N. No security is required of any agency of the United States for the issuance of a
13 preliminary injunction. Fed. R. Civ. P. 65(c).

14 **DEFINITIONS**

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

16 A. **“Business Venture”** means any written or oral business arrangement, however
17 denominated, whether or not covered by 16 C.F.R. Part 437, that consists of providing payment
18 or other consideration for the right or means to offer, sell, or distribute Defendants’ products or
19 services.

20 B. **“Clear(ly) and Conspicuous(ly)”** means that a required disclosure is easily
21 noticeable (i.e., difficult to miss) and easily understandable by ordinary consumers, including in
22 all of the following ways:

- 23
- 24 1) In any communication that is solely visual or solely audible, the disclosure
25 must be made through the same means through which the
26 communication is presented. In any communication made through both
27 visual and audible means, such as a television advertisement, the
28 disclosure must be presented simultaneously in both the visual and

1 audible portions of the communication even if the representation
2 requiring the disclosure is made in only one means.

- 3 2) A visual disclosure, by its size, contrast, location, the length of time it
4 appears, and other characteristics, must stand out from any
5 accompanying text or other visual elements so that it is easily noticed,
6 read, and understood.
- 7 3) An audible disclosure, including by telephone or streaming video, must be
8 delivered in a volume, speed, and cadence sufficient for ordinary
9 consumers to easily hear and understand it.
- 10 4) In any communication using an interactive electronic medium, such as the
11 Internet, an app, or software, the disclosure must be unavoidable. A
12 disclosure is not Clear and Conspicuous if a consumer must take any
13 action, such as clicking on a hyperlink or hovering over an icon, to
14 perceive and understand it.
- 15 5) The disclosure must use diction and syntax understandable to ordinary
16 consumers and must appear in each language in which the representation
17 that requires the disclosure appears.
- 18 6) The disclosure must comply with these requirements in each medium
19 through which it is received, including all electronic devices and face-to-
20 face communications.
- 21 7) The disclosure must not be contradicted or mitigated by, or inconsistent
22 with, anything else in the communication.
- 23 8) When the representation or sales practice targets a specific audience,
24 such as children, the elderly, or the terminally ill, “ordinary consumers”
25 includes members of that group.
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27 C. “Corporate Defendants” means International Markets Live, Inc., also d/b/a
28 IYOVIA, iMarketsLive, IM Mastery Academy, and IM Academy; IM Mastery Academy Ltd., f/k/a

1 International Markets Live Ltd.; and Assiduous, Inc., and their affiliates, subsidiaries, successors
2 and assigns.

3 D. “**Defendants**” means all of the Individual Defendants and the Corporate
4 Defendants, individually, collectively, or in any combination.

5 E. “**Document**” is synonymous in meaning and equal in scope to the use of
6 “document” and “electronically stored information” in Federal Rule of Civil Procedure 34(a) and
7 includes writings, drawings, graphs, charts, photographs, sound and video recordings, images,
8 internet sites, web pages, websites, electronic correspondence, including e-mail and instant
9 messages, contracts, accounting data, advertisements, FTP Logs, Server Access Logs, books,
10 written or printed records, handwritten notes, telephone logs, telephone scripts, receipt books,
11 ledgers, personal and business canceled checks and check registers, bank statements,
12 appointment books, computer records, customer or sales databases and any other electronically
13 stored information, including documents located on remote servers or cloud computing systems,
14 and other data or data compilations from which information can be obtained directly or, if
15 necessary, after translation into a reasonably usable form. A draft or non-identical copy is a
16 separate document within the meaning of the term.

17 F. “**Electronic Data Host**” means any Person in the business of storing, hosting, or
18 otherwise maintaining electronically stored information. This includes, but is not limited to, any
19 entity hosting a website or server, and any entity providing “cloud based” electronic storage.

20 G. “**Earnings Claim**” means any representation to consumers, specific or general,
21 about income, financial gains, percentage gains, profit, net profit, gross profit, or return on
22 investment. Earnings Claims include, but are not limited to: (a) the details of specific profitable
23 trades, whether actual or hypothetical; (b) references to quitting one’s job, not having to work,
24 financial freedom, or living off of income from trading in any financial market or multi-level
25 marketing; (c) references to increased savings; (d) references to purchases, including a home,
26 vehicle, boat, vacation, jewelry, luxury clothing and accessories, or travel; (e) claims that
27 consumers will not lose money if they use a particular trading strategy; (f) claims that profits are
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1 likely, probable, or the “mathematical” result of applying a particular trading strategy; (g) any
2 statements, claims, success stories, endorsements, or testimonials about the performance or
3 profitability of representatives, endorsers, instructors or customers; and (h) any representation,
4 even hypothetical, of how much money a consumer could or would earn.

5 H. “**Independent Business Owner**” or “**IBO**” means any individual or entity who is
6 participating in a Business Venture.

7 I. “**Individual Defendants**” means Christopher Terry, a/k/a Chris Terry, and Isis
8 Terry, f/k/a Isis De La Torre.

9 J. “**Negative Option Feature**” means a provision of a contract under which the
10 consumer’s silence or failure to take affirmative action to reject a good or service or to cancel the
11 agreement is interpreted by the negative option seller or provider as acceptance (or continuing
12 acceptance) of the offer, including, but not limited to: an automatic renewal; a continuity plan; a
13 free-to-pay conversion or fee-to-pay conversion; or a pre-notification negative option plan.

14 K. “**Person**” means any natural person or any entity, corporation, partnership, or
15 association of persons.

16 L. “**Primary Personal Residence**” means, with respect to each Individual
17 Defendant, the address each Individual Defendant disclosed on their Financial Statement of
18 Individual Defendant as their “Current Address of Primary Residence.” See ECF No. 140-2 at 82,
19 101.

20 M. “**Product**” means any Business Venture or Trading Training Service sold by
21 Defendants.

22 N. “**Receiver**” means the receiver appointed in Section XII of this Order and any
23 deputy receivers that shall be named by the receiver.

24 O. “**Receivership Entities**” means Corporate Defendants as well as any other entity
25 that has conducted any business related to the marketing or sale of Defendants’ Products,
26 including receipt of assets derived from any activity that is the subject of the Complaint in this
27 matter, and that the Receiver determines is controlled or owned by any Defendant. This
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1 includes, but is not limited to, the following entities previously determined by the Monitor to be
2 a Monitored Entity subject to the August 18, 2025 Modified Preliminary Injunction (ECF No.
3 III):

- 4 1) Afflatus Holdings, LLC;
- 5 2) Auspicious Irrevocable Trust dated February 10, 2019;
- 6 3) Dominant Consulting Group, LLC;
- 7 4) Felicitous Charm, LLC;
- 8 5) Harmonic Waves Holding LLC;
- 9 6) Reverie State LLC;
- 10 7) Terra Firma Development, LLC;
- 11 8) Orphic LLC;
- 12 9) Majestic Positano LLC;
- 13 10) Royal Roma LLC;
- 14 11) St. Croix, LLC;
- 15 12) City View Heights, LLC;
- 16 13) Big Agency EAU Marketing L.L.C.;
- 17 14) RealInvest GCC Active Limited;
- 18 15) Shauna DWC-LLC;
- 19 16) Rainmaker Capital Investments L.L.C.;
- 20 17) Effloresce World LLC;
- 21 18) Terra Firma Development and Construction, LLC;
- 22 19) Terra Firma Design Build, LLC;
- 23 20) Beach Music, LLC; and
- 24 21) Cityview Ridge, LLC.

25 P. “Receivership Estate” means:
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- 1) All assets valued at \$1,000 or more, as determined by the Receiver, owned or controlled, directly or indirectly, by the Individual Defendants as of the time this Order is entered;
- 2) All Receivership Entities; and
- 3) All Documents related to Items 1) and 2) above.

Q. “ROSCA Defendants” means Christopher Terry, a/k/a Chris Terry, Isis Terry, f/k/a Isis De La Torre, and International Markets Live, Inc., also d/b/a IYOVIA, iMarketsLive, IM Mastery Academy, and IM Academy.

R. “Seller” means any Person who, in connection with a Telemarketing transaction, provides, offers to provide, or arranges for others to provide goods or services to the customer in exchange for consideration.

S. “Telemarketer” means any Person who, in connection with Telemarketing, initiates or receives telephone calls to or from a customer or donor.

T. “Telemarketing” means any plan, program, or campaign which is conducted to induce the purchase of goods or services by use of one or more telephones, and which involves a telephone call, whether or not covered by the Telemarketing Sales Rule.

U. “Trading Training Service” means any product or service, including any program or plan, that is represented, expressly or by implication, to train or teach a consumer how to trade in any financial market, including the foreign exchange, binary options, cryptocurrency, or stock markets.

ORDER

I. PROHIBITED BUSINESS ACTIVITIES

IT IS THEREFORE ORDERED that Defendants, Defendants’ officers, agents, IBOs, employees, and attorneys, and all other Persons in active concert or participation with any of them, who receive actual notice of this order by personal service or otherwise, whether acting directly or indirectly, in connection with the advertising, marketing, promoting, or offering for sale of any goods or services, are preliminarily restrained and enjoined from:

1 A. Making any Earnings Claim, expressly or by implication, unless the Earnings
2 Claim is non-misleading, and, at the time such claim is made, Defendants: (1) have a reasonable
3 basis for the claim; (2) have in their possession written materials that substantiate that the
4 claimed earnings are typical for consumers similarly situated to those to whom the claim is
5 made; and (3) make the written substantiation available upon request to the consumer,
6 potential purchaser, the Receiver, or the FTC;

7 B. Misrepresenting or assisting others in misrepresenting, expressly or by
8 implication:

- 9 1) The level of experience required for consumers to effectively use the good
10 or service;
- 11 2) The time or effort required for consumers to effectively use the good or
12 service;
- 13 3) The amount of capital required for consumers to effectively use the good
14 or service;
- 15 4) That any government entity is auditing or reviewing the good or service or
16 representations regarding the good or service;
- 17 5) Any material aspect of the nature or terms of a refund, cancellation, or
18 exchange policy for the good or service; or
- 19 6) Any other fact material to consumers concerning any good or service, such
20 as: the total costs; any material restrictions, limitations, or conditions; or
21 any material aspect of its performance, efficacy, nature, or central
22 characteristics.

23 C. Offering any good or service with a Negative Option Feature, without first:

- 24 1) Disclosing Clearly and Conspicuously, and immediately adjacent to the
25 means of recording the consumer's consent for the Negative Option
26 Feature, all material terms of the transaction before obtaining the
27 consumer's billing information; and
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1 2) Obtaining the consumer’s express informed consent before charging the
2 consumer’s credit card, debit card, bank account, or other financial
3 account for the transaction.

4 D. In connection with Telemarketing of any goods or services:

5 1) Providing substantial assistance or support to any Seller or Telemarketer
6 when that Person knows or should know that the Seller or Telemarketer
7 is engaged in any action that violates §§ 310.3(a), (c) or (d), or § 310.4 of
8 the TSR; or

9 2) Violating any provision of the TSR, 16 C.F.R. Part 310, attached as
10 **Attachment A.**

11 **II. PROHIBITION ON RELEASE OF CUSTOMER INFORMATION**

12 IT IS FURTHER ORDERED that Defendants, Defendants’ officers, agents, IBOs,
13 employees, and attorneys, and all other Persons in active concert or participation with any of
14 them, who receive actual notice of this Order, whether acting directly or indirectly, are hereby
15 preliminarily restrained and enjoined from selling, renting, leasing, transferring, or otherwise
16 disclosing, the name, address, birth date, telephone number, email address, credit card number,
17 bank account number, Social Security number, or other financial or identifying information of
18 any Person that any Defendant obtained in connection with any activity that pertains to the
19 subject matter of this order.

20 Provided, however, that Defendants may disclose such identifying information to a law
21 enforcement agency, to their attorneys as required for their defense, as required by any law,
22 regulation, or court order, or in any filings, pleadings or discovery in this action in the manner
23 required by the Federal Rules of Civil Procedure and by any protective order in the case.

24 **III. PRESERVATION OF RECORDS**

25 IT IS FURTHER ORDERED that Defendants, Defendants’ officers, agents, IBOs,
26 employees, and attorneys, and all other Persons in active concert or participation with any of
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1 them, who receive actual notice of this Order, whether acting directly or indirectly, are hereby
2 preliminarily restrained and enjoined from:

3 A. Destroying, erasing, falsifying, writing over, mutilating, concealing, altering,
4 transferring, or otherwise disposing of, in any manner, directly or indirectly, Documents that
5 relate to: (1) the business, business practices, assets, or business or personal finances of any
6 Defendant; (2) the business practices or finances of entities directly or indirectly under the
7 control of any Defendant; or (3) the business practices or finances of entities directly or
8 indirectly under common control with any other Defendant; and

9 B. Failing to create and maintain Documents that, in reasonable detail, accurately,
10 fairly, and completely reflect Defendants' incomes, disbursements, transactions, and use of
11 Defendants' assets.

12 **IV. ASSET FREEZE OVER DEFENDANTS**

13 IT IS FURTHER ORDERED that Defendants, Defendants' officers, agents, employees,
14 and attorneys, and all other Persons in active concert or participation with any of them, who
15 receive actual notice of this Order, whether acting directly or indirectly, are hereby preliminarily
16 restrained and enjoined from:

17 A. Transferring, liquidating, converting, encumbering, pledging, loaning, selling,
18 concealing, dissipating, disbursing, assigning, relinquishing, spending, withdrawing, granting a
19 lien or security interest or other interest in, or otherwise disposing of any assets, wherever
20 located, including outside the United States, that are:

- 21 1) Owned or controlled, directly or indirectly, by any Defendant;
- 22 2) Held, in part or in whole, for the benefit of any Defendant;
- 23 3) In the actual or constructive possession of any Defendant; or
- 24 4) Owned or controlled by, in the actual or constructive possession of, or
25 otherwise held for the benefit of, any corporation, partnership, asset
26 protection trust, or other entity that is directly or indirectly owned,
27 managed, or controlled by any Defendant.
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1 B. Opening or causing to be opened any safe deposit boxes, commercial mailboxes,
2 or storage facilities titled in the name of any Defendant or subject to access by any Defendant,
3 except as necessary to comply with written requests from the Receiver acting pursuant to its
4 authority under this order;

5 C. Incurring charges or cash advances on any credit, debit, or ATM card issued in
6 the name, individually or jointly, of any Corporate Defendant or any corporation, partnership, or
7 other entity directly or indirectly owned, managed, or controlled by any Defendant or of which
8 any Individual Defendant is an officer, director, member, or manager. This includes any
9 corporate bankcard or corporate credit card account for which any Defendant is, or was on the
10 date that this Order was signed, an authorized signor; or

11 D. Cashing any checks or depositing any money orders or cash received from
12 consumers, clients, or customers of any Defendant.

13 The assets affected by this Section includes: (1) all assets of the Defendants as of the time
14 this Order is entered; and (2) assets obtained by the Defendants after this Order is entered if
15 those assets are derived from any activity that is the subject of the Complaint in this matter or
16 that is prohibited by this Order.

17 **V. DUTIES OF ASSET HOLDERS AND OTHER THIRD PARTIES**

18 IT IS FURTHER ORDERED that any financial or brokerage institution, Electronic Data
19 Host, credit card processor, payment processor, merchant bank, acquiring bank, independent
20 sales organization, third party processor, payment gateway, insurance company, business entity,
21 or Person who receives actual notice of this order (by service or otherwise) that (a) has held,
22 controlled, or maintained custody, through an account or otherwise, of any Document on behalf
23 of any Defendant or any asset that has been: owned or controlled, directly or indirectly, by any
24 Defendant; held, in part or in whole, for the benefit of any Defendant; in the actual or
25 constructive possession of any Defendant; or owned or controlled by, in the actual or
26 constructive possession of, or otherwise held for the benefit of, any corporation, partnership,
27 asset protection trust, or other entity that is directly or indirectly owned, managed or controlled
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1 by any Defendant; (b) has held, controlled, or maintained custody, through an account or
2 otherwise, of any Document or asset associated with credits, debits, or charges made on behalf
3 of any Defendant, including reserve funds held by payment processors, credit card processors,
4 merchant banks, acquiring banks, independent sales organizations, third party processors,
5 payment gateways, insurance companies, or other entities; or (c) has extended credit to any
6 Defendant, including through a credit card account, shall:

7 A. Hold, preserve, and retain within its control and prohibit the withdrawal,
8 removal, alteration, assignment, transfer, pledge, encumbrance, disbursement, dissipation,
9 relinquishment, conversion, sale, refund, chargeback, or other disposal of any such Document or
10 asset of any Defendant, as well as all Documents or other property related to such assets, except
11 by further order of this court.

12 Provided, however, this provision does not prohibit an Individual Defendant from
13 incurring charges on a personal credit card established prior to entry of this order, up to the pre-
14 existing credit limit.

15 B. Deny any Person access to any safe deposit box, commercial mailbox, or storage
16 facility that is titled in the name of any Defendant, either individually or jointly, or otherwise
17 subject to access by any Defendant.

18 C. Provide the plaintiffs' counsel and the Receiver, within three days of receiving a
19 copy of this order, a sworn statement setting forth, for each asset or account covered by this
20 Section:

- 21
- 22 1) The identification number of each such account or asset;
 - 23 2) The balance of each such account, or a description of the nature and value
24 of each such asset as of the close of business on the day on which this
25 Order is served, and, if the account or other asset has been closed or
26 removed, the date closed or removed, the total funds removed in order to
27 close the account, and the name of the Person to whom such account or
28 other asset was remitted;

1 3) The identification of any safe deposit box, commercial mailbox, or storage
2 facility that is either titled in the name, individually or jointly, of any
3 Defendant, or is otherwise subject to access by any Defendant; and

4 D. Upon the request of the plaintiffs' counsel or the Receiver, promptly provide the
5 plaintiffs' counsel and the Receiver with copies of all records or other Documents pertaining to
6 each account or asset covered by this Section, including originals or copies of account
7 applications, account statements, signature cards, checks, drafts, deposit tickets, transfers to
8 and from the accounts, including wire transfers and wire transfer instructions, all other debit
9 and credit instruments or slips, currency transaction reports, 1099 forms, and all logs and
10 records pertaining to safe deposit boxes, commercial mail boxes, and storage facilities.

11 **VI. FINANCIAL DISCLOSURES**

12 **IT IS FURTHER ORDERED** that each Defendant, by November 7, 2025, shall prepare
13 and deliver to the plaintiffs' counsel and the Receiver:

14 A. Completed financial statements on the forms attached to this order as
15 **Attachment B** (Financial Statement of Individual Defendant) for each Individual Defendant,
16 and **Attachment C** (Financial Statement of Corporate Defendant) for each Corporate
17 Defendant; and

18 B. Completed **Attachment D** (IRS Form 4506, Request for Copy of a Tax Return)
19 for each Individual and Corporate Defendant.

20 **VII. FOREIGN ASSET REPATRIATION**

21 **IT IS FURTHER ORDERED** that within eight days following the service of this order,⁴
22 each Defendant shall:

23 A. Provide the plaintiffs' counsel and the Receiver with a full accounting, verified
24 under oath and accurate as of the date of this Order, of all assets, Documents, and accounts
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26 _____
27 ⁴ This does not restart the clock for any Defendant or previously identified and noticed Monitored Entity
28 that was required to comply with both the original, the modified, and the second modified versions of the preliminary injunction in this action.

1 outside of the United States which are: (1) titled in the name, individually or jointly, of any
2 Defendant; (2) held by any Person for the benefit of any Defendant or for the benefit of any
3 corporation, partnership, asset protection trust, or other entity that is directly or indirectly
4 owned, managed, or controlled by any Defendant; or (3) under the direct or indirect control,
5 whether jointly or singly, of any Defendant;

6 B. Take all steps necessary to provide Plaintiffs' counsel and the Receiver access to
7 all Documents and records relating to each Defendant that may be held by third parties located
8 outside of the territorial United States of America, including signing the Consent to Release of
9 Financial Records appended to this Order as **Attachment E**;

10 C. Transfer to the territory of the United States all Documents and assets located in
11 foreign countries which are: (1) titled in the name, individually or jointly, of any Defendant; (2)
12 held by any person or entity for the benefit of any Defendant or for the benefit of, any
13 corporation, partnership, asset protection trust, or other entity that is directly or indirectly
14 owned, managed or controlled by any Defendant; or (3) under the direct or indirect control,
15 whether jointly or singly, of any Defendant; and

16 D. The same business day as any repatriation, (1) notify the Receiver and counsel for
17 the plaintiff of the name and location of the financial institution or other entity that is the
18 recipient of such Documents or assets; and (2) serve this order on any such financial institution
19 or other entity.

20 **VIII. NON-INTERFERENCE WITH REPATRIATION**

21 **IT IS FURTHER ORDERED** that Defendants, Defendants' officers, agents, employees,
22 and attorneys, and all other persons in active concert or participation with any of them, who
23 receive actual notice of this Order, whether acting directly or indirectly, are hereby temporarily
24 restrained and enjoined from taking any action, directly or indirectly, which may result in the
25 encumbrance or dissipation of foreign assets, or in the hindrance of the repatriation required by
26 this Order, including, but not limited to:
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1 A. Sending any communication or engaging in any other act, directly or indirectly,
2 that results in a determination by a foreign trustee or other entity that a “duress” event has
3 occurred under the terms of a foreign trust agreement until such time that all Defendants’ assets
4 have been fully repatriated pursuant to this order; or

5 B. Notifying any trustee, protector or other agent of any foreign trust or other
6 related entities of either the existence of this order, or of the fact that repatriation is required
7 pursuant to a court order, until such time that all Defendants’ assets have been fully repatriated
8 pursuant to this order.

9 **IX. CONSUMER CREDIT REPORTS**

10 **IT IS FURTHER ORDERED** that the plaintiffs’ counsel and the Receiver may obtain
11 credit reports concerning any Defendant pursuant to Section 604(a)(1) of the Fair Credit
12 Reporting Act, 15 U.S.C. § 1681b(a)(1), and that, upon written request, any credit reporting
13 agency from which such reports are requested shall provide them to the plaintiffs’ counsel and
14 the Receiver.

15 **X. REPORT OF NEW BUSINESS ACTIVITY**

16 **IT IS FURTHER ORDERED** that Defendants, who receive actual notice of this order,
17 whether acting directly or indirectly, are hereby preliminarily restrained and enjoined from
18 creating, operating, or exercising any control over any business entity, whether newly formed or
19 previously inactive, including any partnership, limited partnership, joint venture, sole
20 proprietorship, or corporation, without first providing the plaintiffs’ counsel and the Receiver
21 with a written statement disclosing: (1) the name and domicile of the business entity; (2) the
22 address and telephone number of the business entity; (3) the names of the business entity’s
23 officers, directors, principals, managers, members, and employees; and (4) a detailed description
24 of the business entity’s intended activities.
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1 XI. RECORDING OF LIVE SALES EVENTS AND RETENTION OF SALES
2 DOCUMENTS

3 IT IS FURTHER ORDERED that Defendants and their officers, agents, IBOs,
4 employees, independent contractors, and attorneys, all other Persons in active concert or
5 participation with any of them, in connection with the advertising, marketing, promoting, or
6 offering for sale of Defendants' Products, shall:

7 A. Ensure all of Defendants' and IBOs' live sales events, including, but not limited to
8 in-person meetings, telephone calls, and meetings conducted via videoconferencing applications
9 such as Zoom and Microsoft Teams, are recorded and provided to Defendants;

10 B. Ensure all sales Documents, including, but not limited to social media posts on
11 platforms such as Instagram, Facebook, and YouTube, and communications on messaging
12 applications (e.g., WhatsApp, Telegram, Discord), are provided to Defendants;

13 C. Ensure all live programs offered as part of Defendants' Trading Training Services,
14 such as "GoLive" sessions, are recorded and provided to Defendants; and

15 D. Defendants shall retain copies of all recordings of live sales events and live
16 training programs and all sales Documents collected pursuant to this Section for the duration of
17 this Order.

18 XII. APPOINTMENT OF RECEIVER

19 IT IS FURTHER ORDERED that Thomas W. McNamara is appointed as Receiver of
20 the Receivership Estate and with full powers of an equity receiver.⁵ The Receiver shall be solely
21 the agent of this court in acting as Receiver under this order.

22 XIII. DUTIES AND AUTHORITY OF RECEIVER

23 IT IS FURTHER ORDERED that the Receiver is directed and authorized to accomplish
24 the following:
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⁵ Mr. McNamara's temporary appointment as the receiver in this case was orally converted into a
28 permanent appointment at the conclusion of the November 5, 2025 hearing.

1 A. Assume full control of Receivership Entities by removing, as the Receiver deems
2 necessary or advisable, any director, officer, independent contractor, employee, attorney, or
3 agent of any Receivership Entity from control of, management of, or participation in, the affairs
4 of the Receivership Entity;

5 B. Take exclusive custody, control, and possession of the assets of the Receivership
6 Estate, wherever situated. The Receiver shall have full power to divert mail and to sue for,
7 collect, receive, take possession of, hold, and manage the Receivership Estate. Provided,
8 however, that the Receiver will only open mail delivered to the Individual Defendants' Primary
9 Personal Residences if, based on the envelope, it appears to relate to financial relationships;

10 C. Take exclusive custody, control, and possession of all Documents or assets
11 associated with credits, debits, or charges made on behalf of the Receivership Estate, wherever
12 situated, including reserve funds held by payment processors, credit card processors, merchant
13 banks, acquiring banks, independent sales organizations, third party processors, payment
14 gateways, insurance companies, or other entities;

15 D. Conserve, hold, manage, and prevent the loss of all assets of the Receivership
16 Estate, and perform all acts necessary or advisable to preserve the value of those assets. The
17 Receiver shall assume control over the income and profits therefrom and all sums of money now
18 or hereafter due or owing to the Receivership Estate. The Receiver shall have full power to sue
19 for, collect, and receive, all assets of the Receivership Estate and of other persons or entities
20 whose interests are now under the direction, possession, custody, or control of, the Receivership
21 Estate. Provided, however, that the Receiver shall not attempt to collect any amount from a
22 consumer if the Receiver believes the consumer's debt to the Receivership Estate has resulted
23 from the deceptive acts or practices or other violations of law alleged in the Complaint in this
24 matter, without prior court approval;

25 E. Obtain, conserve, hold, manage, and prevent the loss of all Documents of the
26 Receivership Estate, and perform all acts necessary or advisable to preserve such Documents.
27 The Receiver shall: divert mail; preserve all Documents of the Receivership Estate that are
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1 accessible via electronic means (such as online access to financial accounts and access to
2 electronic documents held onsite or by Electronic Data Hosts), by changing usernames,
3 passwords or other login credentials; take possession of all electronic Documents of the
4 Receivership Estate stored onsite or remotely; take whatever steps necessary to preserve all such
5 Documents; and obtain the assistance of the FTC's Digital Forensic Unit for the purpose of
6 obtaining electronic documents stored onsite or remotely;

7 F. Choose, engage, and employ attorneys, accountants, appraisers, and other
8 independent contractors and technical specialists, as the Receiver deems advisable or necessary
9 in the performance of duties and responsibilities under the authority granted by this Order;

10 G. Make payments and disbursements from the Receivership Estate that are
11 necessary or advisable for carrying out the directions of, or exercising the authority granted by,
12 this Order, and to incur, or authorize the making of, such agreements as may be necessary and
13 advisable in discharging his or her duties as Receiver. The Receiver shall apply to the court for
14 prior approval of any payment of any debt or obligation incurred by the Receivership Estate
15 prior to the date of entry of this Order, except payments that the Receiver deems necessary or
16 advisable to secure assets of the Receivership Estate, such as rental payments;

17 H. Take all steps necessary to secure the personal and business premises of the
18 Receivership Estate. Such steps may include, but are not limited to, any of the following, as the
19 Receiver deems necessary or advisable: (1) securing the location by changing the locks and alarm
20 codes and disconnecting any internet access or other means of access to the computers, servers,
21 internal networks, or other records maintained at that location; and (2) requiring any persons
22 present at the location to leave the premises, to provide the Receiver with proof of identification,
23 and/or to demonstrate to the satisfaction of the Receiver that such persons are not removing
24 from the premises Documents or assets of the Receivership Entities. Provided, however, that
25 absent approval from this court, the Receiver may not evict Individual Defendants from their
26 respective Primary Personal Residences unless they are taking steps to hide, dissipate, destroy,
27 or abscond with assets or Documents within the Receivership Estate. Law enforcement
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1 personnel, including, but not limited to, police or sheriffs, may assist the Receiver in
2 implementing these provisions in order to keep the peace and maintain security. If requested by
3 the Receiver, the United States Marshal will provide appropriate and necessary assistance to the
4 Receiver to implement this Order and is authorized to use any necessary and reasonable force to
5 do so;

6 I. Take all steps necessary to prevent the modification, destruction, or erasure of
7 any web page or website registered to and operated, in whole or in part, by any Defendant, and
8 to provide access to all such web page or websites to the plaintiff's representatives, agents, and
9 assistants, as well as Defendants and their representatives;

10 J. Enter into and cancel contracts and purchase insurance as advisable or necessary;

11 K. Prevent the inequitable distribution of assets and determine, adjust, and protect
12 the interests of consumers who have transacted business with the Receivership Entities;

13 L. Make an accounting, as soon as practicable, of the assets and financial condition
14 of the Receivership Estate and file the accounting with the court and deliver copies thereof to all
15 parties;

16 M. Institute, compromise, adjust, appear in, intervene in, defend, dispose of, or
17 otherwise become party to any legal action in state, federal or foreign courts or arbitration
18 proceedings as the Receiver deems necessary and advisable to preserve or recover the assets of
19 the Receivership Estate, or to carry out the Receiver's mandate under this order, including but
20 not limited to, actions challenging fraudulent or voidable transfers;

21 N. Issue subpoenas to obtain Documents and records pertaining to the Receivership
22 Estate, and conduct discovery in this action on behalf of the Receivership Estate, in addition to
23 obtaining other discovery as set forth in this order;

24 O. Open one or more bank accounts at designated depositories for funds of the
25 Receivership Estate. The Receiver shall deposit all funds of the Receivership Estate in such
26 designated accounts and shall make all payments and disbursements from the Receivership
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1 Estate from such accounts. The Receiver shall serve copies of monthly account statements on all
2 parties;

3 P. Maintain accurate records of all receipts and expenditures incurred as Receiver;

4 Q. Allow the plaintiffs' representatives, agents, and assistants, as well as Defendants'
5 representatives and Defendants themselves, reasonable access to the premises of the
6 Receivership Entities or any other premises where the Receivership Entities conduct business,
7 and the purpose of this access shall be to inspect and copy any books, records, Documents,
8 accounts, and other property owned by, or in the possession of, the Receivership Entities or
9 their agents. The Receiver shall have the discretion to determine the time, manner, and
10 reasonable conditions of such access;

11 R. Allow the plaintiffs' representatives, agents, and assistants, as well as Defendants
12 and their representatives reasonable access to all Documents in the possession, custody, or
13 control of the Receivership Estate;

14 S. Cooperate with reasonable requests for information or assistance from any state
15 or federal civil or criminal law enforcement agency;

16 T. Suspend business operations of the Receivership Entities if in the judgment of the
17 Receiver such operations cannot be continued legally and profitably;

18 U. If the Receiver identifies a nonparty entity as a Receivership Entity, promptly
19 notify the entity as well as the parties, and inform the entity that it can challenge the Receiver's
20 determination by filing a motion with the court. Provided, however, that the Receiver may delay
21 providing such notice until the Receiver has established control of the nonparty entity and its
22 assets and records, if the Receiver determines that notice to the entity or the parties before the
23 Receiver establishes control over the entity may result in the destruction of records, dissipation
24 of assets, or any other obstruction of the Receiver's control of the entity; and

25 V. If in the Receiver's judgment the business operations cannot be continued legally
26 and profitably, take all steps necessary to ensure that any of the Receivership Entities' web
27 pages or websites relating to the activities alleged in the Complaint cannot be accessed by the
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1 public, or are modified for consumer education and/or informational purposes, and take all steps
2 necessary to ensure that any telephone numbers associated with the Receivership Entities
3 cannot be accessed by the public, or are answered solely to provide consumer education or
4 information regarding the status of operations.

5 **XIV. TRANSFER OF RECEIVERSHIP PROPERTY TO RECEIVER**

6 **IT IS FURTHER ORDERED** that Defendants and any other person, with possession,
7 custody or control of assets of, or Documents relating to, the Receivership Entities or the
8 Individual Defendants shall, upon notice of this Order by personal service or otherwise, fully
9 cooperate with and assist the Receiver in taking and maintaining possession, custody, or control
10 of the assets and Documents of the Receivership Entities and the Individual Defendants and
11 immediately transfer or deliver to the Receiver possession, custody, and control of, the
12 following:

- 13 A. All assets held by or for the benefit of the Receivership Estate;
- 14 B. All Documents or assets associated with credits, debits, or charges made on
15 behalf of any Receivership Entity or Individual Defendant, wherever situated, including reserve
16 funds held by payment processors, credit card processors, merchant banks, acquiring banks,
17 independent sales organizations, third party processors, payment gateways, insurance
18 companies, or other entities;
- 19 C. All Documents of or pertaining to the Receivership Entities;
- 20 D. All computers, electronic devices, mobile devices and machines used to conduct
21 the business of the Receivership Entities;
- 22 E. All assets and Documents belonging to other persons or entities whose interests
23 are under the direction, possession, custody, or control of the Receivership Entities; and
- 24 F. All keys, codes, usernames and passwords necessary to gain or to secure access to
25 any assets or Documents of or pertaining to the Receivership Entities, including access to their
26 business premises, means of communication, accounts, computer systems (onsite and remote),
27 Electronic Data Hosts, or other property.
- 28

1 In the event that any person or entity fails to deliver or transfer any asset or Document,
2 or otherwise fails to comply with any provision of this Section, the Receiver may file an Affidavit
3 of Non-Compliance regarding the failure and a motion seeking compliance or a contempt
4 citation.

5 **XV. PROVISION OF INFORMATION TO RECEIVER**

6 **IT IS FURTHER ORDERED** that Defendants shall immediately provide to the
7 Receiver:

8 A. A list of all assets and accounts of the Receivership Entities and the Individual
9 Defendants that are held in any name other than the name of a Receivership Entity, or by any
10 Person or entity other than a Receivership Entity;

11 B. A list of all agents, employees, officers, attorneys, servants and those persons in
12 active concert and participation with the Receivership Entities or the Individual Defendants, or
13 who have been associated or done business with the Receivership Entities or the Individual
14 Defendants since January 1, 2018; and

15 C. A description of any Documents covered by attorney-client privilege or attorney
16 work product, including files where such Documents are likely to be located, authors or
17 recipients of such documents, and search terms likely to identify such electronic documents.

18 **XVI. COOPERATION WITH THE RECEIVER**

19 **IT IS FURTHER ORDERED** that Defendants, Receivership Entities, Defendants' or
20 Receivership Entities' officers, agents, employees, and attorneys, all other persons in active
21 concert or participation with any of them, and any other person with possession, custody, or
22 control of property of or records relating to the Receivership Estate who receive actual notice of
23 this Order shall fully cooperate with and assist the Receiver. This cooperation and assistance
24 shall include, but is not limited to, providing information to the Receiver that the Receiver
25 deems necessary to exercise the authority and discharge the responsibilities of the Receiver
26 under this Order; providing any keys, codes, user names and passwords required to access any
27 computers, electronic devices, mobile devices, and machines (onsite or remotely) and any cloud
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1 account (including specific method to access account) or electronic file in any medium; advising
2 all persons who owe money to any Receivership Entity that all debts should be paid directly to
3 the Receiver; and transferring funds at the Receiver's direction and producing records related to
4 the assets and sales of the Receivership Estate.

5 **XVII. NON-INTERFERENCE WITH THE RECEIVER**

6 **IT IS FURTHER ORDERED** that Defendants; Receivership Entities; Defendants' or
7 Receivership Entities' officers, agents, employees, attorneys, and all other persons in active
8 concert or participation with any of them, who receive actual notice of this Order, and any other
9 person served with a copy of this Order, are hereby restrained and enjoined from directly or
10 indirectly:

11 A. Interfering with the Receiver's efforts to manage, or take custody, control, or
12 possession of, the assets or Documents subject to the receivership;

13 B. Transacting any of the business of the Receivership Entities;

14 C. Transferring, receiving, altering, selling, encumbering, pledging, assigning,
15 liquidating, or otherwise disposing of any assets owned, controlled, or in the possession or
16 custody of, or in which an interest is held or claimed by, the Receivership Entities; or

17 D. Refusing to cooperate with the Receiver or the Receiver's duly authorized agents
18 in the exercise of their duties or authority under any order of this court.

19 **XVIII. STAY OF ACTIONS**

20 **IT IS FURTHER ORDERED** that, except by leave of this court, during the pendency of
21 the receivership ordered herein, Defendants, Defendants' officers, agents, employees, attorneys,
22 and all other persons in active concert or participation with any of them, who receive actual
23 notice of this Order, and their corporations, subsidiaries, divisions, or affiliates, and all investors,
24 creditors, stockholders, lessors, customers and other persons seeking to establish or enforce any
25 claim, right, or interest against or on behalf of Defendants and any Receivership Entity, and all
26 others acting for or on behalf of such persons, are hereby enjoined from taking action that would
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1 interfere with the exclusive jurisdiction of this court over the Receivership Entities, including,
2 but not limited to:

3 A. Filing or assisting in the filing of a petition for relief under the Bankruptcy Code,
4 11 U.S.C. § 101 *et seq.*, or of any similar insolvency proceeding on behalf of the Receivership
5 Entities;

6 B. Commencing, prosecuting, or continuing a judicial, administrative, or other
7 action or proceeding against the Receivership Entities, including the issuance or employment of
8 process against the Receivership Entities, except that such actions may be commenced if
9 necessary to toll any applicable statute of limitations;

10 C. Filing or enforcing any lien on any asset of the Receivership Estate, taking or
11 attempting to take possession, custody, or control of any asset of the Receivership Estate; or
12 attempting to foreclose, forfeit, alter, or terminate any interest in any asset of the Receivership
13 Estate, whether such acts are part of a judicial proceeding, are acts of self-help, or otherwise; or

14 D. Provided, however, that this order does not stay: (1) the commencement or
15 continuation of a criminal action or proceeding; (2) the commencement or continuation of an
16 action or proceeding by a governmental unit to enforce such governmental unit's police or
17 regulatory power; or (3) the enforcement of a judgment, other than a money judgment, obtained
18 in an action or proceeding by a governmental unit to enforce such governmental unit's police or
19 regulatory power.
20

21 XIX. COMPENSATION OF RECEIVER

22 IT IS FURTHER ORDERED that the Receiver and all personnel hired by the Receiver
23 as herein authorized, including counsel to the Receiver and accountants, are entitled to
24 reasonable compensation for the performance of duties pursuant to this Order and for the cost of
25 actual out-of-pocket expenses incurred by them, from the assets now held by, in the possession
26 or control of, or which may be received by, the Receivership Estate. The Receiver shall file with
27 the court and serve on the parties periodic requests for the payment of such reasonable
28 compensation, with the first such request filed no more than sixty days after the date of entry of

1 this order. The Receiver shall not increase the hourly rates used as the bases for such fee
2 applications without prior approval of the court.

3 **XX. RECEIVER'S BOND**

4 **IT IS FURTHER ORDERED** that the Receiver shall file with the Clerk of this court a
5 bond in the sum of \$35,000 with sureties to be approved by the court, conditioned that the
6 Receiver will well and truly perform the duties of the office and abide by and perform all acts the
7 court directs. 28 U.S.C. § 754.

8 **XXI. RECEIVER'S IMMEDIATE ACCESS TO RECEIVERSHIP ESTATE PREMISES
9 AND RECORDS**

10 **IT IS FURTHER ORDERED** that:

11 A. To ensure the preservation of assets and evidence relevant to this action and to
12 expedite discovery, the Receiver and his representatives, agents, contractors, and assistants,
13 shall have immediate access to the personal and business premises, records, and storage
14 facilities, owned, controlled, or used by the Receivership Entities or the Individual Defendants;
15 and any offsite location or commercial mailbox used by the Receivership Entities or the
16 Individual Defendants. The Receiver may exclude Defendants, Receivership Entities, and their
17 employees from the personal and business premises during the immediate access;

18 B. The Receiver may remove all artwork and jewelry within the Receivership Estate
19 from their current locations and move them to appropriate storage facilities, access to which is
20 controlled by the Receiver, where they shall be held, within the Receiver's discretion, for the
21 duration of the receivership;

22 C. The Receiver, and his representatives, agents, contractors, and assistants, are
23 authorized to remove Documents from the Receivership Entities' and the Individual Defendants'
24 premises in order that they may be inspected, inventoried, and copied. The plaintiffs shall return
25 any removed materials to the Receiver within five days of completing inventorying and copying,
26 or such time as is agreed upon by the plaintiffs and the Receiver;

1 D. The Receiver's access to the Receivership Estate's Documents pursuant to this
2 Section shall not provide grounds for any Defendant to object to any subsequent request for
3 documents served by the plaintiffs or the Receiver;

4 E. The Receiver, and his representatives, agents, contractors, and assistants, are
5 authorized to obtain the assistance of federal, state and local law enforcement officers as they
6 deem necessary to effect service and to implement peacefully the provisions of this Order;

7 F. If any Documents, computers, or electronic storage devices containing
8 information related to the business practices or finances of the Receivership Entities and the
9 Individual Defendants are at a location other than those listed herein, including the Primary
10 Personal Residence of each Individual Defendant, then, immediately upon receiving notice of
11 this order, Defendants and Receivership Entities shall produce to the Receiver all such
12 Documents, computers, and electronic storage devices, along with any codes or passwords
13 needed for access. In order to prevent the destruction of computer data, upon service of this
14 Order, any such computers or electronic storage devices shall be powered down in the normal
15 course of the operating system used on such devices and shall not be powered up or used until
16 produced for copying and inspection; and

17 G. If any communications, records, or digital assets of any Receivership Entity or
18 Individual Defendant are stored with an Electronic Data Host, such Entity or Individual
19 Defendant shall, immediately upon receiving notice of this order, provide the Receiver with the
20 username, passwords, and any other login credential needed to access the communications,
21 records, and digital assets, and shall not attempt to access, or cause a third-party to attempt to
22 access, the communications, records or digital assets.

23 **XXII. DISTRIBUTION OF ORDER BY DEFENDANTS**

24 **IT IS FURTHER ORDERED** that Defendants shall immediately provide a copy of this
25 order to each franchisee, affiliate, telemarketer, marketer, IBO, sales entity, successor, assign,
26 member, officer, director, employee, agent, independent contractor, client, attorney, spouse,
27 subsidiary, division, and representative of themselves, and shall, within ten days from the date of
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1 entry of this Order, provide Plaintiffs and the Receiver with a sworn statement that this
2 provision of the Order has been satisfied, which statement shall include the names, physical
3 addresses, phone number, and email addresses of each such Person who received a copy of the
4 Order. Furthermore, Defendants shall not take any action that would encourage officers, agents,
5 IBOs, members, directors, employees, salespersons, independent contractors, attorneys,
6 subsidiaries, affiliates, successors, assigns, franchisees, or other Persons in active concert or
7 participation with any of them to disregard this order or believe that they are not bound by its
8 provisions.

9 **XXIII. EXPEDITED DISCOVERY**

10 **IT IS FURTHER ORDERED** that, notwithstanding the provisions of Federal Rule of
11 Civil Procedure 26(d) and (f) and 30(a)(2)(A)(iii), and pursuant to Fed. R. Civ. P. 30(a), 33, 34,
12 and 45, Plaintiffs and the Receiver are granted leave, at any time after service of this Order, to
13 conduct limited expedited discovery for the purpose of discovering: (1) the nature, location,
14 status, and extent of Defendants' assets; (2) the nature, location, and extent of Defendants'
15 business transactions and operations; (3) Documents reflecting Defendants' business
16 transactions and operations; or (4) compliance with this Order. The limited expedited discovery
17 set forth in this Section shall proceed as follows:

18
19 A. The plaintiffs and the Receiver may take the deposition of parties and non-
20 parties. Five days' notice shall be sufficient, with no weekend or holiday depositions except to
21 accommodate limited availability of the witness. The limitations and conditions set forth in
22 Federal Rules of Civil Procedure 30(a)(2)(B) and 31(a)(2)(B) regarding subsequent depositions
23 of an individual shall not apply to depositions taken pursuant to this Section. Any such
24 deposition taken pursuant to this Section shall not be counted towards the deposition limit set
25 forth in Rules 30(a)(2)(A) and 31(a)(2)(A) and depositions may be taken by telephone, video
26 conferencing platform (e.g., Zoom or Microsoft Teams), or other remote electronic means;

27 B. The plaintiffs and the Receiver may serve upon parties requests for production of
28 Documents or inspection that require production or inspection within eight days of service;

1 C. The plaintiffs and the Receiver may serve upon parties up to five Interrogatories
2 (total) in a five-day period that require response within five days after Plaintiffs or the Receiver
3 serve such Interrogatories;

4 D. The plaintiffs and the Receiver may serve subpoenas upon non-parties that direct
5 production or inspection within eight days of service;

6 E. The plaintiffs and Receiver may use all lawful means, including posing, through
7 its representatives as consumers or other individuals or entities, to Defendants or any entity
8 affiliated with Defendants, without the necessity of identification or prior notice;

9 F. Service of discovery upon a party to this action, taken pursuant to this Section,
10 shall be sufficient if made by facsimile, email, or by overnight delivery; and

11 G. Any expedited discovery taken pursuant to this Section is in addition to, and is
12 not subject to, the limits on discovery set forth in the Federal Rules of Civil Procedure but shall
13 comply with the Local Rules of this court. The parties must meet and confer regarding
14 objections to or refusals to comply with any expedited discovery request by Plaintiffs or the
15 Receiver within three days of the request. The expedited discovery permitted by this Section
16 does not require a meeting or conference of the parties, pursuant to Federal Rules of Civil
17 Procedure 26(d) and 26(f).

18 **XXIV. SERVICE OF THIS ORDER**

19 **IT IS FURTHER ORDERED** that copies of this order, as well as all other filings in this
20 case (other than the complaint and summons), may be served by any means, including facsimile
21 transmission, electronic mail or other electronic messaging, personal or overnight delivery, U.S.
22 Mail or FedEx, by agents and employees of Plaintiffs, by any law enforcement agency, or by
23 private process server, upon any Defendant or any Person (including any financial institution)
24 that may have possession, custody or control of any asset or Document of any Defendant, or that
25 may be subject to any provision of this Order pursuant to Rule 65(d)(2) of the Federal Rules of
26 Civil Procedure. For purposes of this Section, service upon any branch, subsidiary, affiliate or
27 office of any entity shall effect service upon the entire entity.
28

1 **XXV. CORRESPONDENCE AND SERVICE ON PLAINTIFFS**

2 **IT IS FURTHER ORDERED** that, for the purpose of this order, all correspondence and
3 service of pleadings on the plaintiffs shall be addressed to:

4 Laura C. Basford
5 Thomas M. Biesty
6 J. Ronald Brooke, Jr.
7 Joshua A. Doan
8 Federal Trade Commission
9 600 Pennsylvania Ave., NW
10 Mailstop CC-8528
11 Washington, DC 20580
12 Email: lbasford@ftc.gov; tbiesty@ftc.gov; jbrooke@ftc.gov; jdoan@ftc.gov

13 Lucas J. Tucker
14 Samantha B. Feeley
15 State of Nevada
16 Office of the Attorney General
17 Bureau of Consumer Protection
18 8945 W. Russell Road, #204
19 Las Vegas, Nevada 89148
20 Email: ltucker@ag.nv.gov; sfeeley@ag.nv.gov

21 **XXVI. RETENTION OF JURISDICTION**

22 **IT IS FURTHER ORDERED** that, until further notice or order, this court will retain
23 jurisdiction of this matter for all purposes.

24 Dated: November 6, 2025.

25 
26 _____
27 Cristina D. Silva
28 United States District Judge