

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA**

Case No. 14-81395-CIV-Marra/Matthewman

**Federal Trade Commission and State of  
Florida,**

Plaintiffs,

v.

**Inbound Call Experts, LLC, et al.,**

Defendants.

**STIPULATED ORDER FOR PERMANENT INJUNCTION AND MONETARY  
JUDGMENT AS TO INBOUND CALL EXPERTS, LLC, ADVANCED TECH  
SUPPORTCO, LLC, PC VITALWARE, LLC, SUPER PC SUPPORT, LLC,  
ROBERT D. DEIGNAN, PAUL M. HERDSMAN, AND JUSTIN M. WRIGHT**

Plaintiffs, the Federal Trade Commission (“FTC” or “Commission”) and the State of Florida, Office of the Attorney General (“State of Florida”) (hereinafter “Plaintiffs”) filed an Amended Complaint for Permanent Injunction and Other Equitable Relief (“Amended Complaint”) pursuant to Sections 13(b) and 19 of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 53(b) and 57b, and under the Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”), Fla. Stat. § 501.201 et seq.

Plaintiffs and Defendants Inbound Call Experts, LLC also d/b/a Advanced Tech Support, Advanced Tech Supportco, LLC, PC Vitalware, LLC, Super PC Support, LLC, Robert D. Deignan, Paul M. Herdsman, and Justin M. Wright (collectively “Defendants”) stipulate to the entry of this Stipulated Order for Permanent Injunction and Monetary Judgment (“Order”) to resolve all matters in dispute in this action between them, but not as to any other person, such as an indemnitee.

**THEREFORE IT IS ORDERED as follows:**

**FINDINGS**

1. This Court has jurisdiction over this matter.
2. The Amended Complaint alleges that Defendants participated in deceptive acts or practices in violation of Section 5 of the FTC Act, U.S.C. § 45, the FTC's Telemarketing Sales Rule ("TSR"), 16 C.F.R. Part 310, as amended, and Section 501.204 of the FDUTPA.
3. Defendants neither admit nor deny any of the allegations in the Amended Complaint, except as specifically stated in this Order. Only for purposes of this action, Defendants admit the facts necessary to establish jurisdiction.
4. The parties agree that this Order resolves all allegations in the Amended Complaint.
5. Defendants waive and release any claim they may have against the Plaintiffs, the Receiver, and their agents that relate to this action.
6. Defendants waive any claim that they 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 the parties agree to bear their own costs and attorney fees.
7. The parties waive all rights to appeal or otherwise challenge or contest the validity of this Order.

**DEFINITIONS**

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

1. "**Corporate Defendants**" means Inbound Call Experts, LLC also d/b/a Advanced Tech Support, Advanced Tech Supportco, LLC, PC Vitalware, LLC, and Super PC Support, LLC, and their successors, and assigns.
2. "**Defendants**" means all of the Individual Defendants and the Corporate Defendants, individually, collectively, or in any combination.
3. "**Individual Defendants**" means Robert D. Deignan, Paul M. Herdsman, and Justin M. Wright.

4. “**Lead Generator**” means any Person that, in exchange for consideration, directs consumers to contact Defendants, provides consumer information to the Defendants, or otherwise facilitates a connection between Defendants and individual consumers for purposes of making a sale.

5. “**Person**” means any natural person or entity, including but not limited to any individual, firm, corporation, company, partnership, association, trade association, business trust, public agency, department, bureau, board, or any other form of public, private or legal entity, and includes individual telemarketers.

6. “**Plaintiffs**” means the FTC and the State of Florida.

7. “**Tech Support Product or Service**” means any plan, program, software, or service marketed to repair, maintain or improve a computer’s performance or security, including registry cleaners, anti-virus programs and computer or software diagnostic services.

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

9. “**Telemarketing**” means any plan, program, or campaign that is conducted to induce the purchase of goods or services or a charitable contribution by use of one or more telephones.

#### I.

#### **Prohibition Against Misrepresentations**

**IT IS ORDERED** that Defendants, Defendants’ officers, agents, 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, in connection with the marketing, advertising, promotion, distribution, offering for sale, or sale of any goods or services, are hereby permanently restrained and enjoined from:

A. Misrepresenting, directly or indirectly, expressly or by implication, any material fact, including that they have identified problems on consumers’ computers that will affect the performance or security of consumers’ computers;

B. Using any false or misleading statement to induce any Person to pay for goods or services;

C. Failing, in any telephone call to induce the purchase of goods or services, to disclose truthfully, promptly, and in a clear and conspicuous manner (1) the Defendants' identity, (2) that the purpose of the call is to sell goods or services, and (3) the nature of the goods or services;

D. Violating the Telemarketing Sales Rule, 16 C.F.R. Part 310, attached as Attachment A; or

E. Any acts or practices that violate FDUTPA, Chapter 501, Part II, Florida Statutes, including the use of any false or misleading statement to induce any Person to pay for goods or services in connection with the marketing, advertising, promotion, distribution, or offering for sale of any goods or services.

## II.

### **Lead Generator Review, Termination and Recordkeeping**

**IT IS FURTHER ORDERED** that:

A. Defendants shall, within one hundred twenty (120) days of the date of entry of this Order, review whether each of Defendants' existing Lead Generators, in the course of acting as a Lead Generator, engages in any conduct described in Section I of this Order. Defendants will immediately terminate their business relationship with a Lead Generator if this review or any other evidence the Defendants obtain reveals that the Lead Generator engages in any such conduct.

B. If Defendants become aware of any evidence or information suggesting that a Lead Generator, in the course of acting as a Lead Generator, is engaging in any conduct described in Section I of this Order, Defendants shall perform an additional review of the Lead Generator within thirty (30) days. Defendants will immediately terminate their business relationship with the Lead Generator if this review or any other evidence the Defendants obtain reveals that the Lead Generator engages in any such conduct.

C. Prior to entering into a business relationship with any prospective Lead Generator, Defendants shall review whether the Lead Generator, in the course of acting as a Lead Generator, engages in any conduct described in Section I of this Order. Defendants will not establish a business relationship with the Lead Generator if this review or any other evidence the Defendants obtain reveals that the Lead Generator engages in any such conduct.

D. Reviewing a Lead Generator, for the purposes of Paragraphs A - C, above, must include steps reasonably calculated to determine whether a Lead Generator, in the course of acting as a Lead Generator, engages in any conduct described in Section I of this Order. Such steps may include obtaining and reading the Lead Generator's sales scripts, obtaining and listening to audio, video, or other recordings of randomly-selected interactions between the Lead Generator and consumers, and considering consumer reviews of the Lead Generator, but need not include all of these steps.

E. Defendants shall create and maintain records of their reviews and any terminations of Lead Generators, including documentation of the review process, procedures, and implementation, status and outcome. These records shall be maintained pursuant to Section XII of this Order.

### III.

#### Monetary Judgment

**IT IS FURTHER ORDERED** that:

A. Judgment in the amount of ten million dollars (\$10,000,000) is entered in favor of the Plaintiffs against the Defendants, jointly and severally, as equitable monetary relief.

B. Defendants are ordered to pay Plaintiffs five million, seven hundred fifty thousand dollars (\$5,750,000), which amount Defendants stipulate their undersigned counsel holds in escrow for no purpose other than payment to Plaintiffs. Such payment must be made within seven (7) days of entry of this Order by electronic fund transfer in accordance with instructions previously provided by a representative of Plaintiffs.

C. Defendants are further ordered to pay Plaintiffs two million, two hundred fifty thousand dollars (\$2,250,000) within thirty (30) days of entry of this Order by electronic fund transfer in accordance with instructions previously provided by a representative of Plaintiffs.

D. The Receiver is ordered to transfer to the Plaintiffs any funds held pursuant to the freeze of the Defendants' assets authorized under the Preliminary Injunction Order (DE 72), less any amount deducted as a payment authorized by order of the Court under Section III.E, below. Such transfer must be made within seven (7) days of the entry of such an order of the Court, by electronic fund transfer in accordance with instructions previously provided by a representative of the Commission.

E. The Receiver and all personnel hired by the Receiver, including counsel to the Receiver and accountants, are entitled to reasonable compensation for the performance of duties prescribed by Section III.D, above, from the assets that are the subject of that subsection. Within fourteen (14) days of entry of this Order, the Receiver shall apply to the Court for payment of compensation and expenses associated with his performance of duties as Receiver under this Order, the Temporary Restraining Order (DE 12), and the Preliminary Injunction (DE 72) entered in this proceeding, and must not increase the hourly rates used as the bases for such fee applications without prior approval of the Court.

F. Defendants relinquish 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. The facts alleged in the Amended Complaint will be taken as true, without further proof, in any subsequent civil litigation by or on behalf of the Plaintiffs in a proceeding to enforce its rights to any payment or monetary judgment pursuant to this Order, such as a non-dischargeability complaint in any bankruptcy case.

H. The facts alleged in the Amended 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.

I. Defendants acknowledge that their Taxpayer Identification Numbers (Social Security Numbers or Employer Identification Numbers), which Defendants must submit to the Plaintiffs, may be used for collecting and reporting on any delinquent amount arising out of this Order, in accordance with 31 U.S.C. §7701.

J. All money paid to the Plaintiffs pursuant to this Order may be deposited into a fund administered by the Commission or its designee on behalf of both the Commission and the State of Florida, 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 Plaintiffs decides that direct redress to consumers is wholly or partially impracticable or money remains after redress is completed, the Plaintiffs may apply any remaining money for such other equitable relief (including consumer information remedies) as it determines to be reasonably related to Defendants' practices alleged in the Amended Complaint. Any money not used for such equitable relief shall be divided between the Commission and the State of Florida to be deposited to the U.S. Treasury as disgorgement and the State of Florida Department of Legal Affairs Trust Fund to be applied as costs and fees. Defendants have no right to challenge any actions the Plaintiffs or their representatives may take pursuant to this Subsection.

#### IV.

##### **Lifting of Asset Freeze**

**IT IS FURTHER ORDERED** that the asset freeze set forth in the Preliminary Injunction Order (DE 72), entered by this Court on December 23, 2014, is modified to permit the payments and transfers identified in Section III of this Order, and upon completion of all such payments and transfers, the asset freeze as to the Defendants is dissolved.

#### V.

##### **Receiver's Final Report**

**IT IS FURTHER ORDERED** that within seven (7) business days of transferring the assets to the Plaintiffs pursuant to Section III.D, the Receiver shall file his Final Report, unless time is extended by the Court for good cause. The Final Report shall include the total value of

the Receivership funds, the amount deducted for the Receiver's expenses and the total value transferred to the Plaintiffs.

**VI.**

**Termination of the Receivership**

**IT IS FURTHER ORDERED** that upon completion by the Receiver of the tasks set forth in this Order, the Receivership over the assets of the Defendants shall be dissolved and the Receiver discharged.

**VII.**

**Monitor**

**IT IS FURTHER ORDERED** that Jeffrey C. Schneider is hereby appointed as a Monitor to further ensure compliance with Sections I and II of this Order, as set forth below:

A. The Monitor shall serve, without bond or other security, at the expense of Defendants. Within three (3) days after entry of this Order, Defendants and the Monitor shall execute the Monitor Agreement attached hereto as Attachment B.

B. Upon entry of this Order, the Monitor shall have the duty and responsibility to diligently, fairly and competently review, assess, and evaluate Defendants' compliance with Sections I and II of this Order. The Monitor shall exercise the standard of care and diligence that would be expected of a reasonable person in the conduct of his own business affairs. The Monitor shall engage in such activities as he deems necessary to carry out these obligations. At a minimum, the Monitor shall:

- 1) Review consumer complaints at least monthly;
- 2) Review Defendants' sales scripts at least monthly;
- 3) Investigate the marketing practices of at least one Lead Generator before submitting each of the Monitor's reports;
- 4) Visit Defendants' business premises at least monthly to meet with the Defendants and interview employees as the Monitor deems appropriate;



- 5) Personally observe live sales calls at least monthly (the Monitor determining which sales calls to observe);
- 6) Biweekly for the first six (6) months after entry of this Order, and monthly thereafter, listen to at least five (5) sales calls that ended in a sale (the Monitor determining which sales calls to review); and
- 7) Take all other steps the Monitor believes are reasonably necessary to comply with the Monitor's obligations under this Order.

C. Subject to the terms of this Order, the Monitor shall have authority to engage staff, at the expense of Defendants, to assist the Monitor in carrying out the Monitor's duties and responsibilities.

D. Except for information protected by any demonstrated legally-recognized privilege, the Monitor shall have full and complete access to all reasonably available information in the possession, custody, or control of Defendants that is relevant to accomplishing the Monitor's duties and responsibilities described in this Section, including but not limited to: Defendants' personnel, books, documents, records kept in the normal course of business, facilities and technical information, recordings of sales calls, live sales calls, and such other relevant information as the Monitor may reasonably request. The Monitor shall have authority, at all times, to determine sales calls to observe and review, and to visit the Defendants' business premises unannounced. If there is a dispute about the Monitor's access to Defendants' personnel, materials, and premises, after attempting to resolve the dispute without court action and for good cause shown, Defendants or the Monitor may file a motion with this Court seeking appropriate relief.

E. Defendants may consult with the Monitor concerning the Monitor's work, including asking the Monitor for review of potential procedures, scripts and product launches, as well as discussing the Monitor's findings and recommendations, as appropriate. Similarly, the Monitor may consult with the Defendants as he deems appropriate in carrying out his responsibilities under the Order and this Agreement.

F. The Monitor, and any staff engaged to assist the Monitor in carrying out the Monitor's duties and responsibilities, shall maintain the confidentiality of all of Defendants' information obtained in accordance with this Order, and shall not disclose such information to any other Person except in accordance with this Order; *except that*, upon request, the Monitor shall share records and information relevant to Defendants' compliance with this Order with Plaintiffs' staff. Nothing in this Section shall affect or impair Plaintiffs' ability to obtain records and information pursuant to Section XIII of this Order, or otherwise have discussions with the Monitor regarding Defendants' compliance with the Order.

G. Defendants may require the Monitor, and any staff engaged to assist the Monitor in carrying out the Monitor's duties and responsibilities, to sign an appropriate confidentiality agreement; *provided, however*, that such agreement shall not restrict the Monitor (and his representatives) from providing any information to Plaintiffs' staff.

H. Plaintiffs' staff may require the Monitor, and any staff engaged to assist the Monitor in carrying out the Monitor's duties and responsibilities, to sign an appropriate confidentiality agreement related to Plaintiffs' materials and information received in connection with the performance of the Monitor's duties, and to take other appropriate steps to protect the confidentiality of the same.

I. The Monitor shall serve for two (2) years upon entry of this Order.

J. The Monitor shall report in writing to Plaintiffs' staff and to Defendants on Defendants' compliance with each of the subsections of Sections I and II. The Monitor shall make such reports six (6), twelve (12) and twenty-four (24) months following entry of this Order.

K. If, at any time, the Monitor determines that Defendants are not in substantial compliance with Sections I and II of this Order, the Monitor shall notify the Division of Enforcement of the FTC's Bureau of Consumer Protection and the Consumer Protection Division of the Office of the Florida Attorney General, and consult with Defendants. Defendants may submit to Plaintiffs' staff and to the Monitor a written response to the Monitor's notification. In making this determination, the Monitor shall consult with Defendants as the Monitor deems

appropriate to ensure that the Monitor's determination is based on a full and fair assessment of the Defendants' compliance.

L. The scope of work, fees, and expenses to be incurred by the Monitor and any professional staff retained by the Monitor shall be reasonable, sufficient and not excessive, in light of the Monitor's defined duties, responsibilities, and powers prescribed in this Order. The Monitor shall, in consultation with Plaintiffs and Defendants, prepare and present to Plaintiffs and Defendants a budget within seven (7) days of entry of this Order. If Plaintiffs or Defendants object to the budget and Plaintiffs, Defendants, and the Monitor are not able to agree on a resolution of the objection, the objecting party may apply to the Court to modify the budget. If the Monitor, Plaintiffs, or Defendants believe the work, fees or expenses incurred by the Monitor are not reasonable, are insufficient, or are excessive, or that the budget should be modified for other good cause, such party may apply to the Court for a modification. The Monitor shall continue to perform his duties under this Order pending resolution of any objection.

M. Defendants shall indemnify the Monitor and hold the Monitor harmless against all losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the performance of the Monitor's duties, including all reasonable fees of counsel and other reasonable expenses incurred in connection with the preparations for, or defense of, any claim, whether or not resulting in any liability, except to the extent that such losses, claims, damages, liabilities, or expenses result from gross negligence, willful or wanton acts, or bad faith by the Monitor.

N. In the event the Monitor determines that the Defendants have failed to act consistently with the terms of this Section, the Monitor shall notify the Plaintiffs and Defendants, and, for good cause shown, the Monitor may apply to the Court for appropriate relief.

O. The Monitor may, from time to time as may be made necessary by circumstances outside the Monitor's control, such as by reason of the Monitor's temporary incapacity, family emergency, or natural disaster, appoint a temporary Acting Monitor to act in the Monitor's stead. The rights, duties, and obligations of the Monitor under this Section shall apply equally to any

such duly appointed Acting Monitor, provided, however, that the period during which the Monitor's role is filled by a Acting Monitor shall not extend for longer than thirty (30) days.

P. If the Monitor is no longer willing or able to continue to serve, or if the Court relieves the Monitor of his duties, Plaintiffs' staff and Defendants shall mutually agree on a replacement Monitor. If the parties are unable to agree on a replacement Monitor within thirty (30) days, they shall submit the matter to the Court for determination within ten (10) days thereafter. The overall term of the Monitor set forth in Subsection VII.I shall be extended commensurate with the length of the absence of a Monitor.

Q. In the event of the appointment of a replacement Monitor, the replacement Monitor shall have all the rights, powers, duties, and obligations of the Monitor under this Order. Not later than ten (10) days after the appointment of the replacement Monitor, Defendants shall execute an agreement with the replacement Monitor, subject to prior approval of Plaintiffs.

## VIII.

### Customer Information

**IT IS FURTHER ORDERED** that Defendants and their officers, agents, employees, and attorneys, and all other Persons in active concert or participation with any of them, who receive actual notice of this Order, are permanently restrained and enjoined from directly or indirectly failing to provide sufficient customer information to enable the Plaintiffs to efficiently administer consumer redress related to this action. If a representative of the Plaintiffs requests in writing any information related to redress in this action, Defendants must provide it, in the form prescribed by the Plaintiffs, within 30 days.

## IX.

### Cooperation

**IT IS FURTHER ORDERED** that Defendants must fully cooperate with representatives of the Commission and the State of Florida 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. Defendants must provide truthful and complete information, evidence, and testimony.

Individual Defendants must appear, and Corporate Defendants must cause their officers, employees, representatives, or agents to appear, for interviews, discovery, hearings, trials, and any other proceedings that Commission or State of Florida representatives may reasonably request upon ten (10) business days written notice, or other reasonable notice, at such places and times as such representative may designate, without the service of a subpoena.

**X.**

**Order Acknowledgments**

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

A. Each Defendant, within seven (7) days of entry of this Order, must submit to the Plaintiffs an acknowledgment of receipt of this Order sworn under penalty of perjury.

B. For five (5) years after entry of this Order, each Individual Defendant for any business that such Defendant, individually or collectively with any other Defendants, is the majority owner or controls directly or indirectly, and each Corporate Defendant, 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 participate in 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 a Defendant delivered a copy of this Order, that Defendant must obtain, within thirty (30) days, a signed and dated acknowledgment of receipt of this Order.

**XI.**

**Compliance Reporting**

**IT IS FURTHER ORDERED** that Defendants make timely submissions to the Plaintiffs:

A. One year after entry of this Order, each Defendant must submit a compliance report, sworn under penalty of perjury:

- 1) Each Defendant must:
  - a) Identify the primary physical, postal, and email address and telephone number, as designated points of contact, which representatives of the Plaintiffs may use to communicate with Defendant;
  - b) Identify all of the Defendant'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 Individual Defendants must describe if they know or should know due to their own involvement);
  - d) Describe in detail whether and how that Defendant 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 Plaintiffs.
- 2) Additionally, each Individual Defendant must:
  - a) Identify all telephone numbers and all physical, postal, email and Internet addresses, including all residences;

- b) Identify all business activities, including any business for which such Defendant performs services whether as an employee or otherwise and any entity in which such Defendant has any ownership interest; and
- c) Describe in detail such Defendant's involvement in each such business, including title, role, responsibilities, participation, authority, control, and any ownership.

B. For ten (10) years after entry of this Order, each Defendant must submit a compliance notice, sworn under penalty of perjury, within 14 days of any change in the following:

- 1) Each Defendant must report any change in:
  - a) Any designated point of contact;
  - b) Its structure, if it is a Corporate Defendant; or
  - c) The structure of any entity that Defendant 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.
- 2) Additionally, each Individual Defendant must report any change in:
  - a) Name, including aliases or fictitious name, or residence address; or
  - b) Title or role in any business activity, including any business for which such Defendant performs services whether as an employee or otherwise and any entity of which such Defendant has direct or indirect control, and identify the name, physical address, and any Internet address of the business or entity.

C. Each Defendant must submit to the Plaintiffs notice of the filing of any bankruptcy petition, insolvency proceeding, or similar proceeding by or against such Defendant within 14 days of its filing.

D. Any submission to the Plaintiffs 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 representative of the Plaintiffs 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 both:

Associate Director for Enforcement  
Bureau of Consumer Protection  
Federal Trade Commission  
600 Pennsylvania Avenue NW  
Washington, DC 20580;

and

South Florida Bureau Chief  
Consumer Protection Division  
Florida Attorney General  
1515 N. Flagler Drive, Suite 900  
West Palm Beach, FL 33401

The subject lines must begin: FTC v. Inbound Call Experts, LLC, et al.

## **XII.**

### **Recordkeeping**

**IT IS FURTHER ORDERED** that Defendants must create certain records for ten (10) years after entry of the Order, and retain each such record for five (5) years except as specified in Subsection D, below. Specifically, Corporate Defendant and each Individual Defendant for any business that such Defendant, individually or collectively with any other Defendants, is a majority owner or controls directly or indirectly, must create and retain the following records:

A. Accounting records showing the revenues from all goods or services sold;



B. Personnel records showing, for each Person providing services, 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. All records necessary to demonstrate full compliance with each provision of this Order, including all submissions to the Commission; and

D. For any business that advertises, markets, or sells any Tech Support Product or Service:

- 1) Records of all consumer complaints and refund requests, whether received directly or indirectly, such as through a third party, and any response; and
- 2) All recordings of sales calls with consumers, regardless of whether the call resulted in a sale, for a period of eighteen (18) months.

### **XIII.**

#### **Compliance Monitoring**

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

A. Within 14 days of receipt of a written request from representatives of the Commission or the State of Florida, each Defendant must: submit additional compliance reports or other requested information, which must be sworn under penalty of perjury; appear for depositions; produce recordings of sales calls with consumers; and produce documents for inspection and copying. Plaintiffs are also authorized to obtain discovery, without further leave of court, using any of the procedures prescribed by Federal Rules of Civil Procedure 29, 30 (including telephonic depositions), 31, 33, 34, 36, 45, and 69, provided that Defendants, after attempting to resolve a dispute without court action and for good cause shown, may file a motion with this Court seeking an order for one or more of the protections set forth in Rule 26(c).

B. For matters concerning this Order, Plaintiffs are authorized to communicate directly with each Defendant. Defendant must permit representatives of the Commission and the

State of Florida to interview any employee or other Person affiliated with any Defendant who has agreed to such an interview. The Person interviewed may have counsel present.

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

D. Upon written request from a representative of the Commission or the State of Florida, any consumer reporting agency must furnish consumer reports concerning Individual Defendants, pursuant to Section 604(1) of the Fair Credit Reporting Act, 15 U.S.C. §1681b(a)(1).

**XIV.**

**Retention of Jurisdiction**

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

**DONE AND ORDERED** in Chambers at West Palm Beach, Florida, this 16<sup>th</sup> day of DECEMBER, 2016.

  
\_\_\_\_\_  
Kenneth A. Marra  
United States District Judge

Copies furnished to:

Magistrate Judge William Matthewman  
All counsel of record

**So stipulated and agreed:**

**for Plaintiffs:**

**Federal Trade Commission**

DAVID C. SHONKA  
Acting General Counsel

Dated: 12/15/16



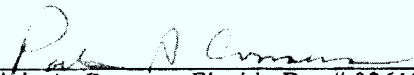
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*Attorneys for Plaintiff  
Federal Trade Commission*

**State of Florida**

Dated: 12/14/16



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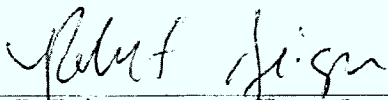
Patricia A. Conners, Florida Bar # 0361275  
Deputy Attorney General  
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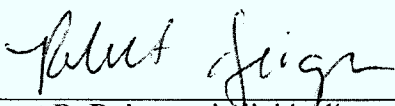
for Defendants Inbound Call  
Experts, LLC, Robert D.  
Deignan, Paul M. Herdsman, and  
Justin M. Wright:

**Inbound Call Experts, LLC**

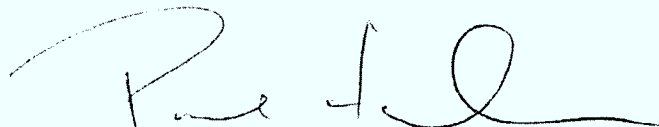
Dated: 12/12/2016

By:   
Robert D. Deignan, as an officer of  
Inbound Call Experts, LLC

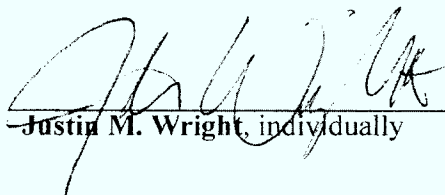
Dated: 12/12/2016

  
Robert D. Deignan, individually

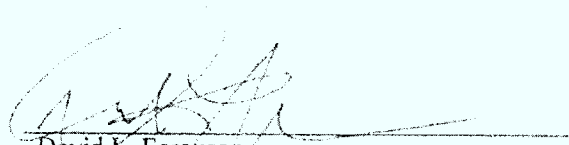
Dated: 12/12/2016

  
Paul M. Herdsman, individually

Dated: 12/12/2016

  
Justin M. Wright, individually

Dated:



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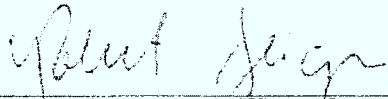
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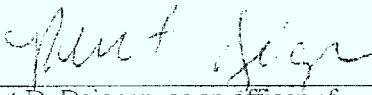
Advanced Tech Supportco, LLC

Dated: 12/12/2016

By:   
Robert D. Deignan, as an officer of  
Advanced Tech Supportco, LLC

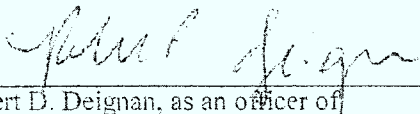
PC Vitalware, LLC

Dated: 12/12/2016


By:   
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