

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

VISION ONLINE, INC., GANADORES IBR, INC.,
VISION ONLINE DIGITAL, LLC, VISION
ONLINE ENGLISH, LLC, VISION ONLINE
LATINO, LLC, RICHARD ALVAREZ, SARA
ALVAREZ, ROBERT SHEMIN, and BRYCE
CHAMBERLAIN,

Defendants.

Case No.

6:23-cv-1041-WWB-DCI

**[PROPOSED]
STIPULATED ORDER FOR
PERMANENT INJUNCTION,
MONETARY RELIEF AND
OTHER RELIEF AS TO
VISION ONLINE, INC.,
GANADORES IBR, INC.,
VISION ONLINE DIGITAL,
LLC, VISION ONLINE
ENGLISH, LLC, VISION
ONLINE LATINO, LLC,
RICHARD ALVAREZ, AND
SARA ALVAREZ**

This matter comes before the Court upon the stipulation of the Plaintiff, the Federal Trade Commission ("FTC"), all the corporate Defendants, namely Vision Online, Inc., Ganadores IBR, Inc., Vision Online Digital, LLC, Vision Online English, LLC, Vision Online Latino, LLC, and two individual Defendants, namely Richard Alvarez and Sara Alvarez, for the entry of an order for permanent injunction, monetary relief, and other relief as to the Settling Defendants.

On June 5, 2023, the FTC filed its Complaint for Permanent Injunction, Monetary Relief, and Other Relief pursuant to Sections 13(b) and 19 of the Federal Trade Commission Act ("FTC Act"), the Business Opportunity Rule, the Cooling-Off Rule, and

the Consumer Review Fairness Act (“CRFA”) and moved pursuant to Fed. R. Civ. P. 65(b) for a temporary restraining order.

The FTC and the Settling Defendants stipulate to the entry of this Stipulated Order for Permanent Injunction, Monetary Relief, and Other Relief (“Order”) to resolve all matters in dispute in this action between them.

THEREFORE, IT IS STIPULATED AND ORDERED as follows:

I. FINDINGS

A. This Court has jurisdiction over this matter.

B. The Complaint charges that Defendants participated in deceptive and unfair acts and practices in violation of Section 5 of the FTC Act, 15 U.S.C. § 45, the Business Opportunity Rule, the Cooling-Off Rule, and the CRFA in the advertising, marketing, and selling of workshops, mentoring, and business opportunities (“Defendants’ Products”) to consumers in this District and throughout the United States.

C. The Settling Defendants neither admit nor deny any of the allegations in the Complaint, except as specifically stated in this Order. Only for purposes of this action, the Settling Defendants admit the facts necessary to establish jurisdiction.

D. The Settling 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 agree to bear their own costs and attorney fees.

E. The Settling Defendants and the FTC waive all rights to appeal or otherwise challenge or contest the validity of this Order.

II. DEFINITIONS

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

- A. **“Alvarez Defendants”** means Richard Alvarez and Sara Alvarez, individually, collectively, or in any combination.
- B. **“Business Opportunity”** means a commercial arrangement in which:
1. A Seller solicits a prospective Purchaser to enter into a new business; and
 2. The prospective Purchaser makes a required payment; and
 3. The Seller, expressly or by implication, orally or in writing, represents that the Seller or one or more Designated Persons will:
 - a. Provide locations for the use or operation of equipment, displays, vending machines, or similar devices, owned, leased, controlled, or paid for by the Purchaser; or
 - b. Provide outlets, accounts, or customers, including, but not limited to, Internet outlets, accounts, or customers, for the Purchaser’s goods or services; or
 - c. Buy back any or all of the goods or services that the Purchaser makes, produces, fabricates, grows, breeds, modifies, or provides, including, but not limited to, providing payment for such services as, for example, stuffing envelopes from the Purchaser’s home.
- C. **“Corporate Defendants”** means Vision Online, Inc., Ganadores IBR, Inc., Vision Online Digital, LLC, Vision Online English, LLC, Vision Online Latino, LLC,

and each of their subsidiaries, affiliates, successors, and assigns.

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

E. **“Designated Person”** means any person, other than the Seller, whose goods or services the Seller suggests, recommends, or requires that the Purchaser use in establishing or operating a new business.

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

G. **“Earnings Claim(s)”** means any representation, expressly or by implication, about income, revenues, financial gains, percentage gains, profit, net profit, gross profit, or return on investment. Earnings Claims include, but are not limited to: (a) any chart, table, or

mathematical calculation that demonstrates possible results based upon a combination of variables; (b) any statements from which a prospective consumer can reasonably infer that he or she will earn a minimum level of income (e.g., “earn enough money to buy a Porsche,” “earn a six-figure income,” or “earn your investment back within one year”); (c) references to earning sufficient income to enable a prospective consumer to quit one’s job, no longer work, or live off income from the good or service sold; (d) any statements or claims regarding income made by representatives, endorsers, or instructors, including any reference to the aforementioned individuals making sufficient income to purchase a home, cars, boats, vacations, or travel; and (e) any representation of how much money a consumer could or would earn.

H. **“eCommerce Coaching Program”** means any product or service, including any program or plan, including those that are Business Opportunities, that is represented, expressly or by implication, to coach, train, or teach a consumer or a Purchaser how to make money by establishing, operating, or improving an online store. This definition does not include books on eCommerce, in any form.

I. **“General Media”** means all print, electronic, internet, social networking, radio, and other media outlets.

J. **“Individual Defendant(s)”** means Richard Alvarez, Sara Alvarez, Robert Shemin, and Bryce Chamberlain, individually, collectively, or in any combination.

K. **“Investment Opportunity”** means anything, tangible or intangible, that is offered, offered for sale, sold, or traded based wholly or in part on representations, either express or implied, about past, present, or future income, profit, or appreciation.

L. **“Person”** means any natural Person or any entity, corporation, partnership, or association of Persons.

M. **“Pictorial”** includes pictures, photographs, video, illustrations, and symbols.

N. **“Prohibited Agreement Provision”** means a contract provision used in the course of selling or leasing goods or services that:

1. prohibits or restricts the ability of a Person who is a party to the contract to engage in a **Relevant** Communication;
2. imposes a penalty or fee against a Person who is a party to the contract for engaging in a **Relevant** Communication; or
3. transfers, or requires a Person who is a party to the contract to transfer, to any other Person any intellectual property rights in a **Relevant** Communication, with the exception of a non-exclusive license to lawfully use a **Relevant** Communication about a Defendant’s goods, services, or conduct.

O. **“Provide locations, outlets, accounts, or customers”** means furnishing the prospective Purchaser with existing or potential locations, outlets, accounts, or customers; requiring, recommending, or suggesting one or more locators or lead generating companies; collecting a fee on behalf of one or more locators or lead generating companies; offering to furnish a list of locations; or otherwise assisting the prospective Purchaser in obtaining his or her own locations, outlets, accounts, or customers, provided, however, that advertising and general advice about business

development and training shall not be considered as “providing locations, outlets, accounts, or customers.”

P. **“Purchaser”** means a Person who buys a Business Opportunity or Investment Opportunity.

Q. **“Real Estate Coaching Program”** means any product or service, including any program or plan, including those that are Business Opportunities, that is represented, expressly or by implication, to train or teach a consumer how to make money through investing in or buying and selling real estate. This definition does not include books on real estate investing, in any form,

R. **“Receiver”** means the Receiver appointed in Section XII of this Order and any deputy Receivers that shall be named by the Receiver.

S. **“Receivership Entities”** means the Corporate Defendants; Xebec Group, LLC; XPI Investments, LLC; Key in Homes, LLC; Key in Properties, LLC; Oak Homes, LLC; and any other entity that has conducted any business related to the marketing or sale of Defendants’ Products, including receipt of assets derived from any activity that is the subject of the Complaint in this matter, and that the Receiver determines is controlled or owned by any Defendant as of the date of entry of this Order.

T. **“Relevant Communication”** means a written, oral, or Pictorial review, performance assessment, or other similar analysis of goods or services, including conduct related to the goods or services.

U. **“Seller”** means a Person who offers for sale or sells a Business Opportunity.

V. **“Settling Defendants”** means the Corporate Defendants and

the Alvarez Defendants, individually, collectively, or in any combination.

III. PROHIBITION CONCERNING ECOMMERCE COACHING PROGRAMS AND REAL ESTATE COACHING PROGRAMS

The Settling Defendants are permanently restrained and enjoined from advertising, marketing, distributing, promoting, offering for sale, or selling, or assisting in the advertising, marketing, distributing, promoting, offering for sale, or selling, of any eCommerce Coaching Program or Real Estate Coaching Program, even if it also is a Business Opportunity.

IV. PROHIBITION CONCERNING EARNINGS CLAIMS

The Settling Defendants and their officers, agents, and employees, and all other persons in active concert or participation with 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 permanently restrained and enjoined from making any Earnings Claim or assisting others in making Earnings Claims, expressly or by implication, unless:

- A. The Earnings Claim is non-misleading;
- B. At the time the Earnings Claim is made, the Settling Defendants:
 - 1. have a reasonable basis for the claim;
 - 2. have in their possession written materials that substantiate for the claimed earnings and that the claimed earnings are typical for consumers similarly situated to those to whom the claim is made; and
 - 3. make the written substantiation for Earnings Claims available upon

request to the consumer, potential Purchaser or investor, and the
FTC; and

C. Any earnings that form the basis for the Earnings Claims were
achieved in compliance with the law.

V. OTHER PROHIBITED BUSINESS PRACTICES

The Settling Defendants and their officers, agents, and employees, and all other
persons in active concert or participation with 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 good
or service, are permanently restrained and enjoined from:

A. Misrepresenting or assisting others in misrepresenting, expressly or by
implication:

1. That consumers will learn everything they need to know to make
substantial income at a workshop or event;
2. That a good or service:
 - a. will allow consumers to earn thousands of dollars in profit
without needing a significant amount of money, good credit,
or legal immigration status to succeed;
 - b. is offered only for a limited time, can be purchased only at a
particular event, or is offered only to selected consumers
who are vetted to ensure they will be successful; or
 - c. provides consumers with personalized assistance from

experts or mentors.

3. That the Settling Defendants need detailed financial information from consumers to determine if the consumers qualify for a good or service;
4. That Purchasers will receive financing by purchasing a Business Opportunity or Investment Opportunity; or
5. Any other fact material to consumers concerning a good or service, such as: the total costs; any material restrictions, limitations, or conditions; or any material aspect of its performance, efficacy, nature, or central characteristics.

B. Advising consumers to increase their credit card limit or apply for additional credit cards to finance the purchase of any Business Opportunity or Investment Opportunity;

C. Failing to ensure that any testimonials the Settling Defendants use are truthful and non-misleading;

D. Failing to disclose whether any positive reviews of, or testimonials about, a good or service have been from owners, officers, employees, or agents of the Person offering the good or service for sale;

E. Providing consumers with any Documents in a language different from the one used to offer the good or service, including purchase agreements that outline the cancellation policy and include other material terms of purchase, provided, however, that Settling Defendants may provide documents to consumers in both English and the language of the offer simultaneously.

VI. PROHIBITION AGAINST VIOLATING THE DISCLOSURE REQUIREMENTS OF THE COOLING-OFF RULE

The Settling Defendants and their officers, agents, and employees, and all other persons in active concert or participation with 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, offering for sale, or selling, or assisting in the advertising, marketing, distributing, promoting, offering for sale, or selling, of any goods or services, are permanently restrained and enjoined from failing to:

A. Furnish buyers with a fully completed receipt or copy of any contract pertaining to such sale at the time of its execution, which is in the same language as that principally used in the oral sales presentation provided, however, that nothing herein shall prohibit Settling Defendants from providing the aforementioned documents to buyers in multiple languages.

B. Furnish a “NOTICE OF CANCELLATION” or “NOTICE OF RIGHT TO CANCEL” in duplicate, that buyers can use to cancel the transaction, in accordance with 16 C.F.R. § 429.1, and

C. Orally inform buyers of their right to cancel the transaction.

VII. PROHIBITIONS CONCERNING CONSUMER REVIEWS AND COMPLAINTS

The Settling Defendants and their officers, agents, and employees, and all other persons in active concert or participation with 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, offering for sale, or selling, or

assisting in the advertising, marketing, distributing, promoting, offering for sale, or selling, of any good or service, are permanently restrained and enjoined from:

A. Prohibiting or restricting individual consumers' ability to communicate reviews, performance assessments, and similar analyses about goods, services, or conduct they have purchased;

B. Imposing a penalty or fee against individual consumers who engage in such communications;

C. Suppressing the availability of truthful or non-defamatory negative comments or reviews of any Settling Defendants, or any of the Settling Defendants' goods or services, agents, or employees through any means, including threats, intimidation, non-disparagement clauses, conditioning refunds, and suppression of online content;

D. Offering to any prospective customer a contract, or offering to any customer a renewal contract, that includes a Prohibited Agreement Provision;

E. Requiring that a customer accept a Prohibited Agreement Provision as a condition of a Settling Defendant's fulfillment of its obligations under a customer contract; or

F. Requiring that a customer accept a Prohibited Agreement Provision as a condition of a receiving a refund or a Settling Defendant not opposing a chargeback; or

G. Representing, including through any notice, warning, threat to enforce, or attempt to enforce, to any purchaser of any good or service — regardless of when purchased — that any contract:

1. Prohibits consumers from speaking about or publishing truthful or non-defamatory negative comments or reviews about any Settling Defendant, or any Settling Defendant's goods, services, agents, or employees; or
2. Imposes any precondition, penalty, or fee on consumers speaking about or publishing any comments or reviews about any Settling Defendant, or any Settling Defendant's goods, services, agents, or employees.

Nothing in this Section shall require a Settling Defendant to publish or host the content of any person, affect any other legal duty of a party to a contract, or affect any cause of action arising from the breach of such duty.

VIII. MONETARY RELIEF

A. Judgment in the amount of **Twenty-Nine Million One Hundred and Seventy-Five Thousand Dollars (\$29,175,000)** is entered in favor of the Commission against the Settling Defendants, jointly and severally, as monetary relief. Settling Defendants are ordered to surrender all funds and assets of the Receivership Entities and all funds and assets listed in Table 1 below to the Commission or its representative or agent. To the extent not already in possession of the Receiver, the Alvarez Defendants shall deliver to the possession of the Receiver any assets identified in Table 1 within 7 days of the entry of this order. Settling Defendants shall cooperate in good faith with the FTC to effectuate these transfers, and shall, if needed, execute such documents as are necessary to remit the entire balance of each account to the Commission.

B. For the financial institution accounts listed in Table 1, the financial institutions identified shall within five (5) days of the entry of this Order remit (1) the entire balance of each account listed in Table 1; and (2) \$284,998 from Wells Fargo Bank account number X0452 in the name of Richard & Sara Alvarez to the Commission by electronic fund transfer in accordance with instructions previously provided by a representative of the Commission.

Table 1: Assets and Interests to be Surrendered			
Bank/Financial Accounts			
Name of Account	Institution	Account Number	Amount*
Richard Alvarez, LLC	Wells Fargo	X2796	\$283,551.00
RSA Ventures	Wells Fargo	X0856	\$5,161.24
Richard & Sara Alvarez	Wells Fargo	X2289	\$419.44
Richard & Sara Alvarez	Northwestern Mutual	X2457	\$241,118.63
Cash from Safety Deposit Box	Wells Fargo		\$60,000
Richard Alvarez IRA	Northwestern Mutual		\$131,239.27
Sara Alvarez IRA	Northwestern Mutual		\$37,116.67
Property Interests to Be Surrendered			
Property Interests to Be Surrendered	Location		Identified Value
Appliances purchased for Key in Homes LLC	52 Ave Muñoz Rivera, Apt. 1802, Condominio Aquablue, San Juan PR, 00917		\$3,989
Furniture purchased for Key in Homes LLC	802 Calle Aguamarina, Isabela, 00662, Puerto Rico		\$18,989
Improvements to property owned by Key In Properties LLC	Calle Julio Flores 96 A, Bo. Sardinera, Fajardo, PR 00738		\$126,031.06
American Express Business Platinum Payment on behalf of Vision Online Inc.	Account ending 5-16004		\$5,028

Personal Property to Be Surrendered	Where Identified	Identified Value
2021 Ford F-250	June 23, 2023 Financial Disclosure of R. Alvarez	\$70,000
Hublot Classic Fusion watch	August 2, 2023 Letter	\$10,820
Women's Breitling watch	August 2, 2023 Letter	\$3,400
* Approximate amount or likely net value after fees or penalties.		

C. Upon the payment described in Section VIII.B and the completion of authorizations to enable all transfers described in Section VIII.A, the remainder of the judgment is suspended, subject to the Subsections below.

D. The Commission's agreement to the suspension of part of the judgment is expressly premised upon the truthfulness, accuracy, and completeness of Settling Defendants' sworn financial statements and related documents (collectively, "Financial Attestations") submitted to the Commission, namely:

1. the Financial Statement of Individual Defendant Richard Alvarez signed on June 23, 2023, including the attachments and supplements;
2. the Financial Statement of Individual Defendant Sara Alvarez signed on June 23, 2023, including the attachments and supplements;
3. the Financial Statement of Vision Online, Inc. signed by Ivan Reybel Arista, CFO on June 23, 2023, including the attachments and supplements;
4. the Financial Statement of Ganadores IBR, Inc. signed by Richard

- Alvarez, CEO on June 23, 2023, including the attachments;
5. the Financial Statement of Vision Online Digital, LLC signed by Richard Alvarez, CEO on June 23, 2023, including the attachments;
 6. the Financial Statement of Vision Online English, LLC signed by Richard Alvarez, CEO on June 23, 2023, including the attachments;
 7. the Financial Statement of Vision Online Latino, LLC signed by Richard Alvarez, CEO on June 23, 2023, including the attachments;
 8. the additional information submitted by email from the Alvarez Defendants' counsel Meghan Stoppel to the Commission on July 19, 2023, regarding Key Link Properties, LLC;
 9. the additional documentation submitted by letter from the Alvarez Defendants' counsel Meghan Stoppel to the Commission dated August 2, 2023, listing various personal property owned by Richard and Sara Alvarez;
 10. the additional information submitted by email from the Alvarez Defendants' counsel Meghan Stoppel to the Commission on August 4, 2023, regarding certain bank accounts and credit cards held by Richard and Sara Alvarez; and
 11. the additional information submitted by email from the Alvarez Defendants' counsel Meghan Stoppel to the Commission on August 16, 2023, regarding Puerto Rico Car Rental, LLC.
- E. The suspension of the judgment will be lifted as to any Settling Defendant

if, upon motion by the Commission, the Court finds that Settling Defendant failed to disclose any material asset, materially misstated the value of any asset, or made any other material misstatement or omission in the financial representations identified above.

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

IX. ADDITIONAL MONETARY PROVISIONS

A. Settling 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.

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

C. The facts alleged in the Complaint against Settling Defendants 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.

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

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

F. The asset freeze imposed by the July 18, 2023 Preliminary Injunction Order [ECF No. 52], is modified to permit the payment and transfers identified in Sections VIII.B and VIII.C above. Upon completion of those payment and transfers, the asset freeze as to Settling Defendants is dissolved. Any existing asset freeze as to the remaining non-settling Defendants shall remain in full force and effect.

X. CUSTOMER INFORMATION

The Settling Defendants and their officers, agents, and employees, and all other persons in active concert or participation with them, who receive actual notice of this Order by personal service or otherwise, are permanently restrained and enjoined from directly or indirectly:

A. Failing to provide sufficient customer information to enable the Commission to efficiently administer consumer redress. If a representative of the Commission requests in writing any information related to redress, Settling Defendants must provide it, in the form prescribed by the Commission, within 14 days to the extent such information is in their custody, possession or control.

B. Disclosing, using, or benefitting from customer information, including the name, address, telephone number, email address, social security number, other identifying information, or any data that enables access to a customer's account (including a credit card, bank account, or other financial account), that any Settling Defendant obtained prior to entry of this Order in connection with the advertising, marketing, promoting, offering for sale, or selling of Defendants' Products; and

C. Failing to destroy such customer information in all forms in their possession, custody, or control within 30 days after receipt of written direction to do so from a representative of the Commission.

Provided, however, that (1) customer information need not be disposed of, and may be disclosed, to the extent requested by a government agency or required by law, regulation, or court order; and (2) the Receiver shall provide sufficient customer information to enable the Commission to efficiently administer consumer redress, and if

a representative of the Commission requests in writing any information related to refunds, the Receiver must provide it, in the form prescribed by the Commission, within 14 days.

XI. COOPERATION

Richard Alvarez and Sara Alvarez must fully cooperate with representatives of the Commission in this case and in any Commission investigation related to or associated with the transactions or the occurrences that are the subject of the Complaint. Richard Alvarez and Sara Alvarez must provide truthful and complete information, evidence, and testimony. Richard Alvarez and Sara Alvarez must appear for interviews, discovery, hearings, trials, and any other proceedings that a Commission representative may reasonably request upon 5 days written notice, or other reasonable notice, at such places and times as a Commission representative may designate, without the service of a subpoena.

XII. APPOINTMENT OF RECEIVER TO LIQUIDATE THE ASSETS OF THE RECEIVERSHIP ENTITIES, WIND DOWN THE CORPORATE DEFENDANTS AND DESTROY CUSTOMER INFORMATION

Mark J. Bernet has been appointed as Receiver of the Receivership Entities and any of their affiliates, subsidiaries, successors, and assigns, wherever located, with the full powers of an equity receiver. The Receiver shall continue to be solely the agent of this Court in acting as Receiver under this Order, and shall be accountable directly to this Court until such time as his obligations as set forth below are complete.

The Receiver is responsible for taking the necessary steps to liquidate the assets of the Receivership Entities, pay any net proceeds to the Commission to satisfy

the monetary judgment in this order, and wind down the Receivership Entities. The Receiver must complete all duties listed in this order within 210 days after entry of this Order but any party or the Receiver may request that the Court extend the Receiver's term for good cause. The Receiver shall have the following duties and authority:

A. Full control of the Receivership Entities, including the ability to remove, as the Receiver deems necessary or advisable, any director, officer, independent contractor, employee, attorney, or agent of any Receivership Entity from control of, management of, or participation in, the affairs of the Receivership Entity;

B. Exclusive custody, control, and possession of all assets and Documents of, or in the possession, custody, or under the control of, any Receivership Entity, wherever situated;

C. Perform all acts necessary to protect, conserve, preserve, and prevent waste or dissipation of the Receivership Entities' assets until their sale;

D. Sell the nonliquidated Receivership Entities' assets and nonliquidated assets surrendered by the Settling Defendants pursuant to Section IX.C above using commercially-reasonable procedure without further order of the court;

E. Enter into agreements in connection with the reasonable and necessary performance of the Receiver's duty to sell the Receivership Entities' assets, including, but not limited to, the retention of assistants, agents, or other professionals to assist in the sale of these assets;

F. Distribute to the FTC, without further order of the court, the funds received from the sale of the Receivership Entities' assets;

G. Take any and all steps that the Receiver concludes are appropriate to wind down the Receivership Entities;

H. Store and secure the Corporate Defendants' electronically stored information ("ESI") until either a stipulation of all remaining parties in this proceeding or pursuant to court order. The Receiver is authorized to use up to \$30,000 of Receivership funds to pay for the storing, securing, and destruction of the Corporate Defendants' ESI.

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

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

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

L. Make payments and disbursements from the receivership estate that are necessary or advisable for carrying out the directions of, or exercising the authority granted by, this Order, and to incur, or authorize the making of, such agreements as may be necessary and advisable in discharging his or her duties as Receiver.

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

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

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

P. Institute, compromise, adjust, appear in, intervene in, defend, dispose of, or otherwise become party to any legal action in state, federal or foreign courts or arbitration proceedings as the Receiver deems necessary and advisable to preserve or recover the assets of the Receivership Entities, or to carry out the Receiver's mandate

under this Order, including but not limited to, actions challenging fraudulent or voidable transfers;

Q. Issue subpoenas to obtain Documents and records pertaining to the Receivership, and conduct discovery in this action on behalf of the receivership estate;

R. Maintain or open one or more bank accounts at designated depositories for funds of the Receivership Entities. The Receiver shall deposit all funds of the Receivership Entities in such designated accounts and shall make all payments and disbursements from the receivership estate from such accounts. The Receiver shall serve copies of monthly account statements on all parties;

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

T. Cooperate with reasonable requests for information or assistance from any state or federal civil or criminal law enforcement agency.

XIII. COMPENSATION FOR THE RECEIVER

The Receiver and all personnel hired by the Receiver, as herein authorized, including counsel to the Receiver and accountants, are entitled to reasonable compensation for the performance of duties pursuant to this Order and for the cost of actual out-of-pocket expenses incurred by them, from the assets now held by, in the possession or control of, or which may be received by, the Receivership Entities. The Receiver shall file with the Court and serve on the parties periodic requests for the payment of such reasonable compensation, with the first such request filed no more than sixty days after the date of entry of this Order. The Receiver shall not increase the hourly rates used as the bases for such fee applications without prior approval of the Court.

XIV. RECEIVER'S FINAL REPORT AND DISBURSEMENT OF ASSETS

It is further ordered that:

A. The Receiver shall liquidate the assets of the Receivership Entities, other than the ESI, as soon as practicable. No later than 240 days from the date of the entry of this Order, the Receiver shall file and serve on the parties a report (the "Final Report of the Receiver") to the Court that details the steps taken to dissolve the Receivership Entities' estate. The Final Report of the Receiver shall include an accounting of the Receivership Entities' estate's finances and total assets and a description of what other actions, if any, must be taken to wind down the Receivership. The Receiver shall mail copies of the Final Report of the Receiver to all known creditors of the Receivership Entities with a notice stating that any objections to paying any assets of the Receivership Entities to satisfy the Receiver's costs and expenses and the monetary judgment set forth in this Order must be submitted to the Court and served by mail upon the Receiver and the parties within thirty (30) days of the mailing of the Final Report of the Receiver. If subsequent actions (such as the completion of tax returns or further actions to recover funds for the Receivership Entities' estate) are appropriate, the Receiver shall file an additional report or reports ("Supplemental Report") describing the subsequent actions and a subsequent application for the payment of fees and expenses related to the subsequent acts.

B. The Court will review the Final Report of the Receiver and any objections to the Final Report of the Receiver and, absent a valid objection, will issue an order directing the Receiver to: (1) pay the reasonable costs and expenses of administering

the Receivership Entities' estate, including the compensation of the Receiver and the Receiver's personnel authorized by Section XIV of this Order or other orders of this Court, and the actual out-of-pocket costs incurred by the Receiver in carrying-out his duties; and (2) pay all remaining funds to the FTC as partial satisfaction of the judgment.

C. With Court approval, the Receiver may hold back funds for a specified period as a reserve to cover additional fees and costs related to actions to be addressed in a Supplemental Report. If the Receiver does not make a supplemental application for fees and expenses within the specified period, or if funds remain in the reserve fund after the payments of fees and expenses approved by the Court in response to such a supplemental application, all funds remaining in the reserve fund shall be immediately paid to the FTC or their designated agent.

D. Upon Court approval of the Final Report, the Clerk of the Court is directed to return the Receiver's bond in the amount of \$10,000 filed in this action as a requisite pursuant to the July 18, 2023 Preliminary Injunction Order [ECF 52].

XV. ORDER ACKNOWLEDGMENTS

The Settling Defendants shall obtain acknowledgments of receipt of this Order as follows:

A. Each Settling Defendant, within 7 days of entry of this Order, must submit to the Commission an acknowledgment of receipt of this Order sworn under penalty of perjury.

B. For 5 years after entry of this Order, the Alvarez Defendants for any

business that the Alvarez Defendants, individually or collectively with any other person, 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 having managerial responsibilities for conduct related to the subject matter of the Order and all 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 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 Settling Defendant delivered a copy of this Order, that Settling Defendant must obtain, within 30 days, a signed and dated acknowledgment of receipt of this Order.

XVI. COMPLIANCE REPORTING

Settling Defendants shall make timely submissions to the Commission as follows:

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

1. Each Settling Defendant must: (a) identify the primary physical, postal, and email address and telephone number, as designated points of contact, which representatives of the Commission may use to communicate with the Settling Defendant; (b) identify all of that Settling 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 or services offered, the means of advertising,

marketing, and sales, and the involvement of any other Defendant (which the Alvarez 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 Commission.

2. Additionally, each Alvarez 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 10 years after entry of this Order, each Settling Defendant must submit a compliance notice, sworn under penalty of perjury, within 14 days of any change in the following:

1. Each Settling Defendant must report any change in: (a) any designated point of contact; or (b) the structure of any Corporate Defendant or any entity that the Settling Defendant has any ownership interest in or controls directly or indirectly that may affect compliance obligations arising under this Order, including: creation, merger, sale, or dissolution of the entity or any subsidiary, parent, or affiliate that engages in any acts or practices subject to this Order.

2. Additionally, each Alvarez 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 in which such Defendant has any ownership interest, and identify the name, physical address, and any Internet address of the business or entity.

C. Each Settling Defendant must submit to the Commission 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 Commission required by this Order to be sworn under penalty of perjury must be true and accurate and comply with 28 U.S.C. § 1746, such as by concluding: “I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on: _____” and supplying the date, signatory’s full name, title (if applicable), and signature.

E. Unless otherwise directed by a Commission representative in writing, all submissions to the Commission pursuant to this Order must be emailed to DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to: Associate Director for Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580. The subject line must begin: FTC v. Vision Online, et al, X230023.

XVII. RECORDKEEPING

Settling Defendants shall create the following records for 10 years after entry of the Order, and retain each such record for 5 years. Specifically, the Corporate Defendants and the Alvarez Defendants for any business that such Settling 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. records of all consumer complaints and refund requests, whether received directly or indirectly, such as through a third party, and any response;
- D. a copy of each unique advertisement or other marketing material disseminated to consumers;
- E. recordings of any live presentations to groups of consumers; and
- F. all records necessary to demonstrate full compliance with each provision of this Order, including all submissions to the Commission.

XVIII. COMPLIANCE MONITORING

For the purpose of monitoring Settling Defendants' compliance with this Order, including the Financial Attestations upon which part of the judgment was suspended and any failure to transfer any assets as required by this Order:

- A. Within 14 days of receipt of a written request from a representative of the Commission, each Settling Defendant must: submit additional compliance reports or other requested information, which must be sworn under penalty of perjury; appear for depositions; and produce documents for inspection and copying. The Commission is also authorized to obtain discovery, without further leave of court, using any of the

procedures prescribed by Federal Rules of Civil Procedure 29, 30 (including telephonic depositions), 31, 33, 34, 36, 45, and 69.

B. For matters concerning this Order, the Commission is authorized to communicate directly with each Settling Defendant. Settling Defendants must permit representatives of the Commission 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. The Commission may use all other lawful means, including posing, through its representatives as consumers, suppliers, or other individuals or entities, to Settling Defendants or any individual or entity affiliated with Settling Defendants, without the necessity of identification or prior notice. Nothing in this Order limits the Commission's lawful use of compulsory process, pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1.

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

XIX. RETENTION OF JURISDICTION

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

SO ORDERED, this _____ day of _____, 2023.

WENDY W. BERGER
UNITED STATES DISTRICT JUDGE

SO STIPULATED AND AGREED:

FOR FEDERAL TRADE COMMISSION



Date: January 12, 2024

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DEFENDANTS:

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Date: 10/31/23

Sara Alvarez


SARA ALVAREZ

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Date: 1/12/2024

Court-Appointed Receiver over Vision Online, Inc., Ganadores IBR, Inc.,
Vision Online Digital, LLC, Vision Online English, LLC, and Vision Online Latino, LLC